



**R.I.M. PRODUCTS, INC.
TITLE SEARCH**

(WORK ASSIGNMENT No. 3)
(RAI PROJECT No. A3011-341)

CONTRACT No. 68-S2-5002

July 29, 1994

PREPARED FOR:



**U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION V**

PREPARED BY:



RESOURCE APPLICATIONS, INC.

Engineers ■ Scientists ■ Planners

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1.0 INTRODUCTION

Resource Applications, Inc. (RAI) received Work Assignment Number 3 from the U.S. Environmental Protection Agency (EPA) under Contract Number 68-S2-5002 to conduct Potentially Responsible Party (PRP) Searches, including Title Searches, Records Compilations, Transactional Databases, and Information Request letter mailings. Under this work assignment, several sites are candidates for cost recovery or removal actions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). RAI was asked to conduct a Title Search for the R.I.M. Products, Inc. Site (hereinafter the Site) located in Walled Lake, Michigan.

1.1 SCOPE OF WORK

Under the direction from the EPA Work Assignment Manager (WAM) Deena Sheppard, RAI contacted the EPA Site Contact, Carol Graszer-Ropski and received the following instructions:

1. Perform a title search from 1980 to the present. The title search was to include only property associated with the Site;
2. Obtain copies of all deeds and leases related to the Site; and
3. Prepare and present a title search report.

1.2 PROJECT APPROACH

EPA provided RAI with the Site address. The EPA site contact did not request copies of certified documents; therefore, non-certified copies are provided with this report, and are included as Attachments A-1 through A-14.

RAI personnel traveled to the Oakland County Recorder's Office in Pontiac, Michigan to perform the title search research and obtain the necessary documents. Using the Site address, RAI personnel obtained the Parcel Identification (ID) Number at the Oakland County Tax Assessor's Office. Documents were located at the Oakland County Recorder of Deeds Office in a Tract Index using the Parcel ID Number.

2.0 TITLE SEARCH RESULTS

This section defines the Site property boundaries, and provides a legal description for the Site. Also discussed in this section is the ownership history since 1980, leases, and a description of instruments obtained for this title search.

2.1 PROPERTY BOUNDARIES

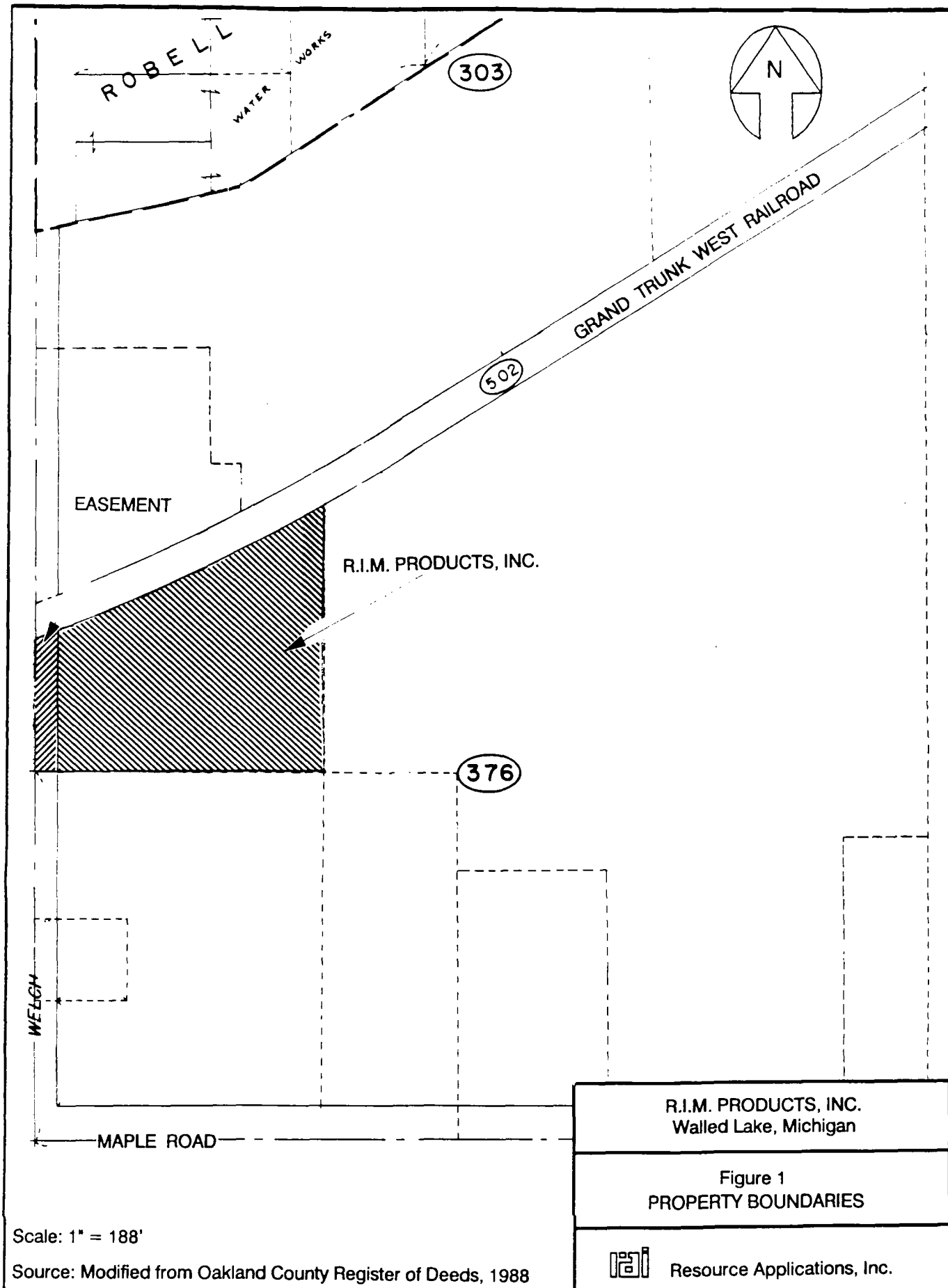
The Site is located at 1080 Welch Road in Walled Lake, Oakland County, Michigan (see Figure 1). The following legal description, taken from the deed transferring the property to the current owners, William J. and Judith M. Stocki and Terryl L. Collison, more accurately describes the property.

Land in the Township of Commerce, County of Oakland, State of Michigan, described as:

Part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, described as beginning at a point distant North 0° -06' East, along the West line of said Section 25, a distance of 545.0 feet from the Southwest corner of said Section 25; thence continuing North 0° -06' East, 201.40 feet; thence along the Southeasterly line of the G.T.W.R. right-of-way on a curve to the left (Radius = 2646.0 feet, long chord bears North 65° -30' East, (469.59 feet Record - 470.09 measured) a distance of (470.20 feet Record - 470.709 Cal.); thence South 0° -01' West, (397.80 feet Record -397.34 measured); thence North 89° -52' West, 428.00 feet to the point of beginning. Containing 2.864 Acres, more or less, which includes 0.157 for road purposes.

2.2 CURRENT OWNERS

The current owners of the Site are William and Judith Stocki, husband and wife, and Terryl L. Collison. The property was conveyed to Mr. and Mrs. Stocki and Terryl L. Collison from the Michigan National Bank of Detroit as listed on a deed filed October 28, 1983 and recorded October 31, 1983 (liber 8510 page 126) (see Attachment A-1). On September 3, 1993, William and Judith Stocki filed for relief under Chapter 7 of the United States Bankruptcy Code. A Notice of Lis Pendens filed on October 5, 1993 and recorded on October 22, 1993 listed the Site as part of their assets in the bankruptcy filing (liber 14084 page 485) (see Attachment A-2). The addresses for Mr. and Mrs. Stocki and for Terryl L. Collison are listed below.



William J. and Judith M. Stocki
10117 Dixie
Anchorville, Michigan 48023
(810) 725-1043

Last Known Address
Terry L. Collison
1015 Homedale
Windsor, Ontario, Canada N85 2T3

2.3 OWNERSHIP HISTORY

The property was conveyed to the Michigan National Bank of Detroit through a Sheriff's Deed on Mortgage Sale filed and recorded on August 10, 1979 (liber 7589 page 487) (see Attachment A-3). Jeffrey D. Pierce defaulted on his mortgage and as a result, the Michigan National Bank of Detroit obtained the property. Through an Agreement to Set Aside Foreclosure, filed on September 14, 1979 and recorded September 28, 1979, the Michigan National Bank of Detroit reinstated the mortgage with Jeffrey D. Pierce thus, voiding the Sheriff's Deed on Mortgage Sale mentioned above (liber 7631 page 601) (see Attachment A-4). However, the Michigan National Bank of Detroit filed an Affidavit and Notice of Default on the mortgage held by Jeffrey D. Pierce for the property, filed on April 28, 1982 and recorded on April 29, 1982 (liber 8177 page 394) (see Attachment A-5). The Michigan National Bank of Detroit acquired the property from Jeffrey D. Pierce through a Clerk's Deed on Foreclosure of Real Estate filed and recorded on October 22, 1982 (liber 8261 page 448) (see Attachment A-6).

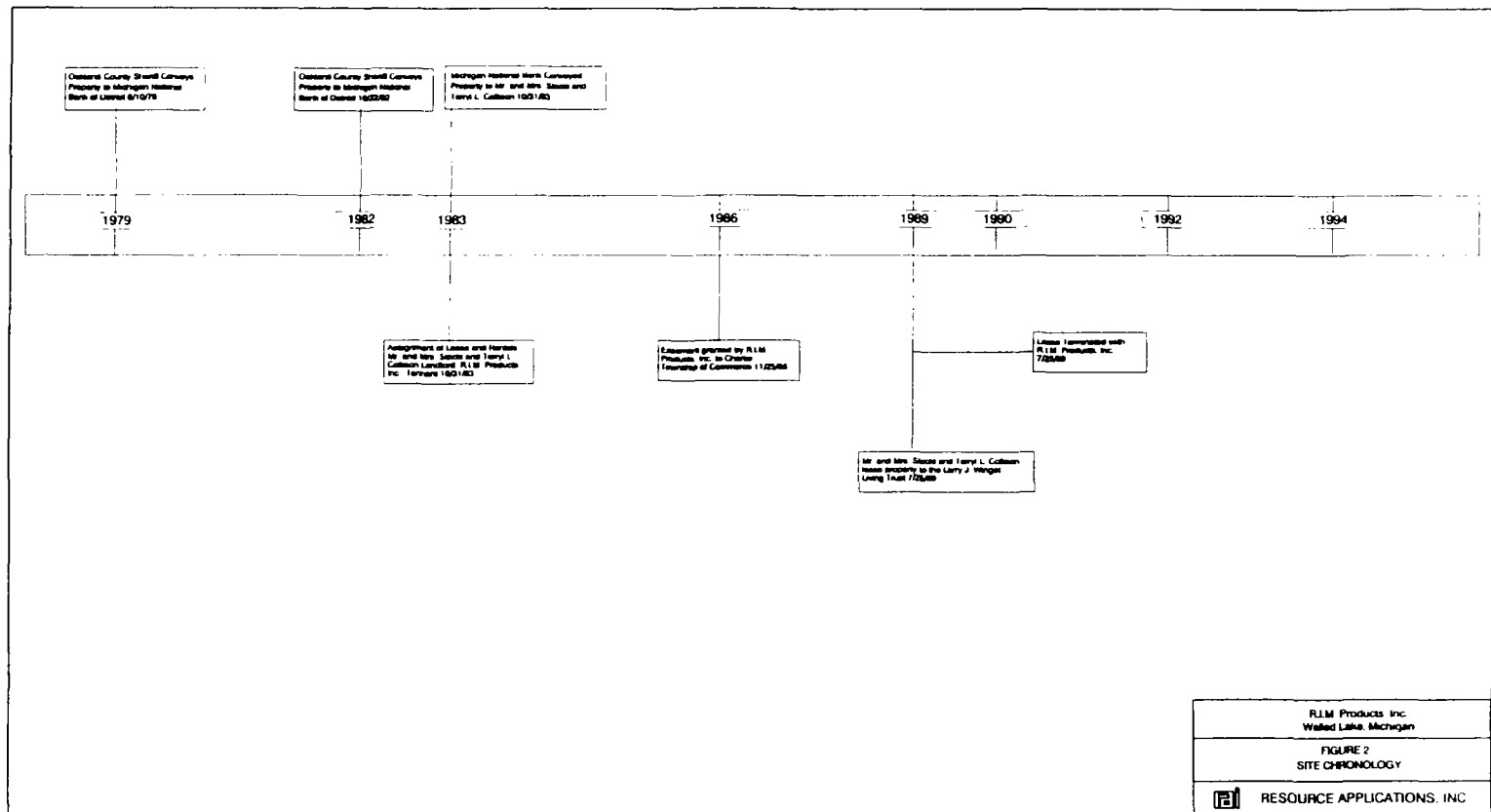
On October 28, 1983, the Michigan National Bank of Detroit conveyed the property to William J. Stocki and Judith M. Stocki, his wife, and Terry L. Collison through a Deed (liber 8510 page 126) (see Attachment A-1). Table 1 provides an ownership history for the property. Figure 2 provides a site chronology, outlining the property transfers and leases issued at the Site.

2.4 LEASES AND EASEMENTS

An Assignment of Lease and Rentals was entered into by and between the Michigan National Bank of Detroit, Mr. & Mrs. Stocki, Terry L. Collison, and R.I.M. Products, Inc. The document was filed on October 28, 1983 and recorded on October 31, 1983 (liber 8510 page 137) (see Attachment A-7). The Assignment of Lease and Rentals listed Mr. & Mrs. Stocki and Terry L. Collison as landlord of the Site and R.I.M. Products, Inc. as tenant. A Mutual Termination of Lease, filed on July 10, 1989 and recorded on July 25, 1989 (liber 10993 page 667) (see Attachment A-8), terminated the October 31, 1983 Assignment of Lease and Rentals with R.I.M. Products, Inc.

TABLE 1
CHAIN OF OWNERSHIP
R.I.M. PRODUCTS, INC.
1080 WELCH RD., COMMERCE TOWNSHIP, MICHIGAN

LIBER	PAGE	FILED DATE	RECORDED DATE	INSTRUMENT	GRANTOR	GRANTEE
8510	126	10/28/83	10/31/83	Deed	Michigan National Bank of Detroit	William J. Stocki and Judith M. Stocki, his wife, and Terryl L. Collison
8261	448	10/22/82	10/22/82	Clerks Deed on Foreclosure of Real Estate	Charles E. Lewis, Deputy Sheriff of Oakland County, Michigan	Michigan National Bank of Detroit
7589	487	08/10/79	08/10/79	Sheriff's Deed on Mortgage Sale	Charles T. Whitlock, Deputy Sheriff of Oakland County, Michigan	Michigan National Bank of Detroit



R.I.M. Products, Inc. granted an easement to the Charter Township of Commerce "for the purpose of the construction, operation, maintenance, repair... of such water and municipal public services..." filed October 15, 1986 and recorded November 25, 1986 (liber 9654 page 317) (see Attachment A-9). The water and municipal easement consists of the western 33 feet of the Site along Welch Road.

Mr. & Mrs. Stocki and Terryl L. Collison, leased the property to the Larry J. Winget Living Trust as executed in the Real Estate Lease Agreement filed July 10, 1989 and recorded July 25, 1989 (liber 10993 page 673) (see Attachment A-10). A Subordination, Attornment and Non-disturbance Agreement was also filed on July 10, 1989 and recorded July 25, 1989 (liber 10993 page 699) (see Attachment A-11). This agreement acknowledged the lessee of the property as the Larry J. Winget Living Trust and the lessors as Mr. & Mrs. Stocki and Terryl L. Collison.

The Michigan National Bank, formerly known as the Michigan National Bank of Detroit, filed a Notice of Lis Pendens on October 22, 1992 and recorded December 23, 1992 against "William Stocki, Judith M. Stocki, Terryl L. Collison, R.I.M. Products, Inc., a Michigan corporation jointly and severally, Larry J. Winget, Trustee of the Larry J. Winget Living Trust, (and) Testing Engineers & Consultants, Inc., a Michigan Corporation", (liber 13206 page 030) (see Attachment A-12). The Notice of Lis Pendens was filed for the foreclosure of the real estate mortgage dated October 28, 1983. No documents were located indicating the relationship between Testing Engineers & Consultants, Inc. and the Site.

A quit claim deed filed on June 1, 1993 and recorded on July 16, 1993 by the Larry J. Winget Living Trust (liber 13773 page 494) conveyed its interest in the property to the Michigan National Bank, thus releasing the Larry J. Winget Living Trust from the Lis Pendens suit (see Attachment A-13). The Notice of Lis Pendens filed December 23, 1992 by the Michigan National Bank, liber 13206 page 030, was dismissed by an Order filed and recorded on August 26, 1993 (liber 13905 page 047) (see Attachment A-14).

LIST OF REFERENCED DOCUMENTS AND COPIES OF REFERENCED DOCUMENTS

ATTACHMENT NUMBER	LIBER/PAGE	FILE DATE	DOCUMENT
A-1	8510/126	10/28/83	DEED TRANSFERRING PROPERTY FROM THE MICHIGAN NATIONAL BANK OF DETROIT TO WILLIAM J. & JUDITH M. STOCKI AND TERRY L. COLLISON
A-2	14084/485	10/05/93	NOTICE OF LIS PENDENS
A-3	7589/487	08/10/79	SHERIFF'S DEED ON MORTGAGE SALE BETWEEN OAKLAND COUNTY SHERIFF AND THE MICHIGAN NATIONAL BANK OF DETROIT
A-4	7631/601	09/14/79	AGREEMENT TO SET ASIDE FORECLOSURE AND REINSTATE MORTGAGE
A-5	8177/394	04/28/82	AFFIDAVIT AND NOTICE OF DEFAULT
A-6	8261/448	10/22/82	CLERKS DEED ON FORECLOSURE OF REAL ESTATE BETWEEN OAKLAND COUNTY SHERIFF AND THE MICHIGAN NATIONAL BANK OF DETROIT
A-7	8510/137	10/28/83	ASSIGNMENT OF LEASE AND RENTALS
A-8	10993/667	07/10/89	MUTUAL TERMINATION OF LEASE
A-9	9654/317	10/15/86	GRANT OF EASEMENT
A-10	10993/673	07/10/89	REAL ESTATE LEASE AGREEMENT
A-11	10993/699	07/10/89	SUBORDINATION, ATTORNMENT, AND NON-DISTURBANCE AGREEMENT
A-12	13206/030	10/22/92	NOTICE OF LIS PENDENS
A-13	13773/494	06/09/93	QUIT CLAIM DEED
A-14	13905/047	08/26/93	ORDER FOR DISMISSAL OF NOTICE OF LIS PENDENS

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)

001. 31 85

REC'D E. (BY CORPORATION) 8510 128 194-A

83 100963
THE "GOOD" LINE OF LOAN, BLANKS
THE BUREAU OF PAPER, PRINT, BINDER

This Indenture, Made this 28th day of October

in the year of our Lord one thousand nine hundred eighty-three

BETWEEN Michigan National Bank of Detroit

National banking association 22545 W. EIGHT MILE, DETROIT, MI
✓ COMPANY ORGANIZED and existing under the laws of the State of Michigan, and having its principal

office in the City of Detroit, Wayne County, Michigan,

party of the first part, and William Stocki and Judith M. Stocki, his wife and
Terry L. Collison, a single man
20455 GLENDALE, DETROIT, MI

of the City of Detroit, Wayne County, Michigan,

parties of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of \$350,000.00

Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00)

to it in hand paid, by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remised, released, aliened and confirmed, and by these presents

does grant, bargain, sell, remise, alien and confirm unto the parties of the second part, and to

heirs and assigns, forever, all that certain piece or parcel of land, situate, lying and being in

County of Oakland, State of Michigan, known and described as follows, to-wit:

See attached "Description of Real Estate"

STATE OF MICHIGAN
DEPT. OF REVENUE
REAL ESTATE
TRANSFER TAX
385.00
RECORDED
INDEXED
MAY 10 1983
CLERK OF THE COURT
LYNN A. ALLEN
CLERK OF THE COURT

73 OCT 31 16:22

together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in Law or Equity, of, in, and to the above bargained premises, with the said hereditaments and appurtenances; to have and to hold the premises as before described, with the appurtenances, unto the said parties

of the second part, their heirs and assigns, forever. And the said party of the first part, for itself,

its successors and assigns, does covenant, grant, bargain and agree to and with the said parties of the

second part, their heirs and assigns, that it

the said party of the first part, has not heretofore done, committed or willingly or unwillingly suffered to be done or committed any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, or shall or may be charged or incumbered in title, estate or otherwise howsoever.

7.00
385.00
OK

001.31 83

IN WITNESS WHEREOF, the said first party, pursuant to the order of its Board of Directors, has caused its corporate seal and this to be hereunto affixed this 28th day of October, in the year one thousand nine hundred and eighty-three

Signed, Sealed and Delivered in Presence of:

Rogers & Zurek
David W. Fitzgerald

MICHIGAN NATIONAL BANK OF DETROIT,
a National banking association

By Thomas C. Young
Thomas C. Young,
Its Vice President
E. Michael MacRae
Its Group Vice President.

CORPORATE
SEAL

STATE OF MICHIGAN,

County of Wayne

On this 28th day of October, 1983, before me appeared

Thomas C. Young and E. Michael MacRae, to me personally known, they are who, being by me duly sworn, did say that they are the Vice President and Group Vice President

of Michigan National Bank of Detroit, a National banking association organized and existing under the laws of the State of Michigan, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Thomas C. Young and E. Michael MacRae

deed of said corporation.

JUDY ANN PROKOP
Notary Public, Wayne County, Michigan
My Commission Expires September 28, 1985

Judy Ann Prokop
Judy Ann Prokop
Notary Public, Wayne County, Michigan

My commission expires September 28, 1985

DRAFTED BY AND WHEN RECORDED RETURN TO:

Thomas C. Young, Vice President
MICHIGAN NATIONAL BANK OF DETROIT
22595 W. Eight Mile
Detroit, Michigan 48219

MNB02

184-A	DEED	TO	Register's Office,	County of	Received for Record, this	day of	19	at	o'clock	M., and Recorded	in	of	Deeds	on	Page	Register of Deeds
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001. 31 83

LAND 8510 128
DESCRIPTION OF REAL ESTATE

LAND IN THE TOWNSHIP OF
COMMERCE, COUNTY OF OAKLAND,
STATE OF MICHIGAN, DESCRIBED AS:

Part of the Southwest 1/4 of the Southwest 1/4 of Section 25, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, described as beginning at a point distant North 0° -06' East, along the West line of said Section 25, a distance of 345.0 feet from the Southwest corner of said Section 25; thence continuing North 0° -06' East, 201.40 feet; thence along the Southeasterly line of G.T.W.R. right-of-way on a curve to the left (Radius = 2646.0 feet, long chord bears North 65° -30' East, (469.59 feet Record - 470.09 measured) a distance of (470.20 feet Record - 470.709 Cal.); thence South 0° -01' West, (397.80 feet Record - 397.34 Measured); thence North 89° -52' West, 428.00 feet to the Point of Beginning.
Containing 2.864 Acres, more or less, which includes 0.157 for road purposes.

17-25-376-001

ATTACHMENT A-2

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LIBER 14084-485 93 296692
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In Re:

WILLIAM J. STOCKI and
JUDITH M. STOCKI,

Debtors.

Chapter 7
Case No. 93-4920-S
Hon. Walter Shapiro

RECEIVED DEEDS PAID
OCT 22 1993 11:15AM
NOT FEE 2.00

NOTICE OF LIS PENDENS

William and Judith Stocki filed for relief under Chapter 7 of the United States Bankruptcy Code on September 3, 1993. Assets of the estate include real property situated in Oakland County, State of Michigan, more particularly described as:

T2N, R8E, SEC 25 PART OF SW 1/4 BEG AT PT DIST
N 00-06-00 E 545 FT FROM SW SEC COR, TH S 89-41-00
E 429 FT, TH N 00-06-00 E 394 FT, TH ALG SELY LINE
OF GTRR R/W ALG CURVE TO RIGHT, RAD 2646
FT, CHORD BEARS S 65-43-10 W 468.59 FT, DIST OF
469.21 FT, TH S 00-06-00 W 200.92 FT TO BEG. 293 A

Commonly known as 1080 Welch, Commerce Township,
Michigan 48390. Parcel ID No. 17-25-376-001

WITNESSES:

GOLD & LANGE

Tracy M. Clark
Tracy M. Clark

By:

Stuart A. Gold
STUART A. GOLD (P27766)
24901 Northwestern Highway
Suite 511
Southfield, Michigan 48075-2223
(313) 350-8220

Rene Andy
Rene Andy

Subscribed and sworn to before me
this 5th day of October, 1993

Cheryl A. Ragatz
CHERYL A. RAGATZ, Notary Public
Oakland County MI

My commission expires: 12/19/95
1993

GOLD & LANGE
ATTORNEYS AND COUNSELLORS
AT LAW
24901 NORTHWESTERN HIGHWAY
SUITE 511
SOUTHFIELD, MICHIGAN 48075
(313) 350-8220

ATTACHMENT A-3

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Civ. Div. No. 9926

SHERIFF'S DEED ON MORTGAGE SALE

This Indenture Made the 10th day of August
A.D. 1979, between Charles T. Whitlock
a Deputy Sheriff in and for Oakland County, Michigan, party of the first part, and
MICHIGAN NATIONAL BANK OF DETROIT, a national banking association
party of the second part (hereinafter called the grantee).
WITNESSETH, That Whereas JEFFREY D. PIERCE (a/k/a JEFFREY PIERCE,
a single man,
made a certain mortgage to MICHIGAN NATIONAL BANK OF DETROIT
(hereinafter called the mortgagee), which was duly recorded in the office of the Register of
Deeds in and for said Oakland County in Liber 6840 of Oakland County
Records, on Page 711 and was assigned by said mortgagee to the

as assignee, by an assignment dated the day of
A.D. 1979, which was recorded in Liber on Page County
Records, and

WHEREAS, said mortgage contained a power of sale which has become operative by reason
of a default in the condition of said mortgage, and

WHEREAS, no suit or proceedings at law or in equity have been instituted to recover the
debt secured by said mortgage or any part thereof, and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Mich-
igan in such case made and provided, a notice was duly published and a copy thereof was duly
posted in a conspicuous place upon the premises described in said mortgage that the said premises,

or some part of them, would be sold on the 10th day of August A.D. 1979

at the main entrance to the County Building in the City of Pontiac, Oakland

County, Michigan that being the

place of holding the Circuit Court for Oakland County, where the premises are situated, and

WHEREAS, pursuant to said notice I did, at 10:00 o'clock, in the forenoon,
on the day last aforesaid, expose for sale at public vendue the said lands and tenements hereinafter
described, and on such sale did strike off and sell the said lands and tenements to the grantee
for the sum of Two Hundred Seventy-One Thousand One Hundred Twelve and 73/100

(271,112.73, that being the highest bid therefor and the

grantee being the highest bidder, and

WHEREAS, said lands and tenements are situated in the Township of Commerce

Oakland County, Michigan, more particularly described as follows:

See attached legal description.

Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pur-
suant to the statute in such case made and provided, and in consideration of the sum of money
so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, con-
vey, bargain and sell unto the grantee, its successors and assigns, forever, All the estate, right,
title and interest which the said Mortgagor had in said land and tenements and every part
thereof, on the 31st day of January A.D. 1977, that being the
date of said mortgage, or at any time thereafter, To Have and to Hold the said lands and ten-
ements and every part thereof to the said grantee, its successors and assigns forever, to their sole
and only use, benefit and behoof forever, as fully and absolutely as I the Deputy Sheriff aforesaid,
under the authority aforesaid, might, could or right to sell.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, and first
above written.

Signed, Sealed and Delivered in the

Presence

Richard B. McNair

Notary Public

STATE OF MICHIGAN

COUNTY OF Oakland

On this 10th day of August A.D. 1979 before me, a Notary Public in

and for said County of Oakland came Charles T. Whitlock a Deputy Sheriff of said
County, known to me to be the individual described in and who executed the above conveyance, and who
acknowledged that he executed the same to be his free act and deed as such Deputy Sheriff.

Notary Public, Oakland County, Michigan

My commission expires June 14, 1983

1000

AUGUST 10 1979

LESS 7589 PRE 489

Land in the Township of Commerce, County of Oakland, State
of Michigan, described as:

Part of the Southwest 1/4 of Southwest 1/4 of Section 25,
Town 2 North, Range 8 East, Commerce Township, Oakland
County, Michigan, beginning at a point distant North 0
degrees 06 minutes East along the West line of said
Section 25, a distance of 545.0 feet from the Southwest
corner of said Section 25, thence continuing North 0
degrees 06 minutes East 201.40 feet; thence along the
Southeasterly line of the Grand Trunk Western Railroad
Right of Way on a curve to the left (Radius = 2646.0
feet, Long Chord bears North 65 degrees 30 minutes East
469.59 feet) a distance of 470.20 feet, thence South 0
degrees 01 minutes West 397.80 feet, thence North 89
degrees 52 minutes West 428.0 feet to point of beginning.
Containing 2.87 acres, more or less.

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AGREEMENT TO SET ASIDE FORECLOSURE
AND REINSTATE MORTGAGE

THIS AGREEMENT, Made and entered into this 14TH day of September, A.D., 1979, by and between MICHIGAN NATIONAL BANK OF DETROIT, a national banking association, ("Mortgagee"), with offices located at 22595 West Eight Mile Road, Detroit, Michigan, and JEFFREY D. PIERCE, also known as JEFFREY PIERCE, a single man, ("Mortgagor"), of 1740 Oakley Park Road, Walled Lake, Michigan;

WITNESSETH:

WHEREAS, On or about the 21st day of January, A.D., 1977, the Mortgagor did execute and deliver to the Mortgagee, a certain mortgage (the "Mortgage") in the face amount of Two Hundred Seventy-Five Thousand and 00/100 (\$275,000.00) Dollars, on the following described premises:

Land in the Township of Commerce, County of Oakland, State of Michigan, described as:

Part of the Southwest 1/4 of the Southwest 1/4 of Section 25, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, described as beginning at a point distant North 0 degrees 06 minutes East along the West line of said Section 25 a distance of 45.0 feet from the Southwest corner of said Section 25; thence continuing North 0 degrees 06 minutes East 201.40 feet; thence along the southeasterly line of the Grand Trunk Western Railroad Right-of-Way on a curve to the left (Radius = 2646.0 feet, long chord bears North 65 degrees 30 minutes East 469.59 feet) a distance of 470.20 feet; thence South 0 degrees 01 minutes West 397.80 feet; thence North 89 degrees 52 minutes West 428.00 feet to the point of beginning.

which Mortgage was recorded in the office of the Register of Deeds, for the County of Oakland, State of Michigan, on February 1, 1977, at Liber 6840, Page 711-717; and

WHEREAS, The Mortgagor defaulted in the terms of the Mortgage and pursuant to a power of sale included in the Mortgage and according to the terms thereof, the Mortgagee commenced

foreclosure of the Mortgage by advertisement, and the mortgaged premises were sold at a Sheriff's Sale on the 10th day of August, A.D., 1979. The purchaser at said Sheriff's Sale was the Mortgagee, and the Oakland County Sheriff did prepare and execute a Sheriff's Deed on Mortgage Foreclosure Sale to Mortgagee, which Sheriff's Deed was recorded with the Oakland County Register of Deeds, Registry No. 86336, at Liber 7589, Pages 487-489 inclusive, on August 10, 1979. The Mortgagee purchased the premises subject to a redemption period of six (6) months, which redemption period expires on or about February 10, 1980, and

WHEREAS, The Mortgagor desires to reinstate the Mortgage, is willing to meet the terms and conditions of said Mortgage due and owing to the Mortgagee, and the Mortgagee is willing to set aside its foreclosure and reinstate said Mortgage, subject to the terms and conditions hereof.

NOW, THEREFORE, For valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Mortgagee agrees that its foreclosure of the Mortgage as before described, and the Sheriff's Sale and Sheriff's Deed delivered thereunder, be set aside and held for naught, and that the Mortgage and any evidence of indebtedness or other obligations secured thereby, shall be and is hereby reinstated as of the date hereof.

2. The Mortgagor agrees that the Mortgage, including all the terms thereof, the Real Estate Mortgage Note secured by said Mortgage as amended, extended and renewed by a First Amended Real Estate Mortgage Note, and any and all other obligations secured by said Mortgage are hereby reinstated, and deemed in full force and effect, and the debt secured thereby unextinguished as of the date hereof.

3. The Mortgagor further acknowledges that the total indebtedness secured by the Mortgage as reinstated hereby as of the date hereof is the sum of \$330,000.00. To secure repayment of said sum together with all interest, the Mortgagor hereby reaffirms and re warrants the terms and conditions recited within the Mortgage to the Mortgagee, its successors and assigns, the lands, premises, and property described hereinabove.

4. The parties hereto are concurrently herewith executing a First Amendment to Mortgage, Assignment of Lease and Rentals, Security Agreement and Joint Guaranty of even date herewith, which is deemed executed subsequent to the reinstatement of said Mortgage hereby.

IN WITNESS WHEREOF, The parties have hereto executed this Agreement on the date above first recited..

WITNESS:

Charles W. Centner
Charles W. Centner

Richard L. Schickedapfe
Richard L. Schickedapfe

Donald W. Robinson
Donald W. Robinson

F. D. Pantano
F. D. Pantano

JEFFREY D. PIERCE, also known as
JEFFREY PIERCE, a single man
Mortgagor

MICHIGAN NATIONAL BANK OF DETROIT,
a national banking association

By Thomas C. Young
Thomas C. Young
Its Vice President

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss

14 The foregoing instrument was acknowledged before me this day of September, 1979, by JEFFREY D. PIERCE, also known as JEFFREY PIERCE, a single man, Mortgagor.

FRANCES D. PANTANO
Notary Public, Macomb County, Michigan
Acting in Wayne County, Michigan
My Commission Expires September 21, 1982

Frances D. Pantano
Notary Public, Wayne County, MI

My Commission Expires:

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss

14 The foregoing instrument was acknowledged before me this day of September, 1979, by Thomas C. Young

APRIL 29 82

LIBER 8177 PAGE 394

42 24398

AFFIDAVIT AND NOTICE OF DEFAULT

RECORDED
OAKLAND COUNTY, MICHIGAN
REGISTER OF DEEDS RECORDS

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

1982 APR 29 AM 11 07

THOMAS C. YOUNG, being first duly sworn, deposes and says that:

1. He is a Vice President of Michigan National Bank of Detroit, a national banking association (hereinafter "Bank"), and he is authorized to make and does make this Affidavit and Notice of Default on behalf of the Bank.

2. On or about January 31, 1977, Jeffrey D. Pierce, a single man (hereinafter "Debtor"), made a certain mortgage to the Bank, which mortgage is recorded in Liber 6840, Page 711, et seq., Oakland County Records (hereinafter "Mortgage").

3. Debtor made a certain Assignment of Lease and Rentals, dated January 3, 1977, in favor of the Bank, which Assignment of Lease and Rentals is recorded in Liber 6842, Page 660, et seq., Oakland County Records (hereinafter "Assignment").

4. On or about September 14, 1979, the Mortgage and the Assignment were amended by a First Amended Real Estate Mortgage Note, which First Amended Real Estate Mortgage Note is recorded in Liber 7639, Page 189, et seq., Oakland County Records (hereinafter "First Amendment").

5. The Mortgage, Assignment and First Amendment all pertain to property located in Commerce Township, Oakland County, Michigan, described on Exhibit A, attached hereto and made a part hereof.

6. In accordance with Act No. 210, Public Acts of Michigan of 1953, as amended, notice is hereby given that, as of the date hereof, Debtor has defaulted in the terms and conditions of the Mortgage.

7.00
3.00 plus

APRIL 29 82

LIBEN 8177 PAGE 395

This Affidavit and Notice of Default is made pursuant to Act No. 123, Public Acts of Michigan of 1915, and Act No. 210, Public Acts of Michigan of 1953, as either of such Acts may have been amended.

This Affidavit and Notice of Default is made as of this 28TH day of April, 1982.

WITNESSES:

Myra Jean Semorick
Myra Jean Semorick
Gregory R. Lane
Gregory R. Lane

VICE PRESIDENT
MICHIGAN NATIONAL BANK OF DETROIT
Thomas C. Young
Thomas C. Young
Vice President

The foregoing instrument was acknowledged before me on this 28TH day of April, 1982, by Thomas C. Young as a Vice President of Michigan National Bank.

MYRA JEAN SEMORICK
Notary Public, Wayne County, Michigan
My Commission Expires June 5, 1983

Myra Jean Semorick
Notary Public

Drafted By:

Raymond X. Zweig (P 22763)
Zweig, Harkness and Kaser, P.C.
3000 Town Center, Suite 2200
Southfield, Michigan 48075

When recorded, please return to Drafter.

APRIL 29 82

DESCRIPTION OF REAL ESTATE

LIBER 8177 PAGE 396 (LIBER 6840 PAGE 717)

Land in the Township of Commerce, County of Oakland, State of Michigan, described as:

Part of the Southwest 1/4 of Southwest 1/4 of Section 25, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, beginning at a point distant North 0 degrees 06 minutes East along the West line of said Section 25, a distance of 545.0 feet from the Southwest corner of said Section 25, thence continuing North 0 degrees 06 minutes East 201.40 feet; thence along the Southeasterly line of the Grand Trunk Western Railroad, Right of Way on a curve to the left (Radius = 2646.0 feet, Long Chord bears North 65 degrees 30 minutes East 469.59 feet) a distance of 470.20 feet, thence South 0 degrees 01 minutes West 397.80 feet, thence North 89 degrees 52 minutes West 428.0 feet to point of beginning. Containing 2.87 acres, more or less.

36522

Exhibit "A"

OCTOBER

22

1982

PONTIAC-OAKLAND COUNTY LEGAL NEWS

This instrument drafted by: Gregory R. Lane, Esq.
3000 Town Center
Suite 2200
Southfield, MI 48075

8261 448

CLERK'S DEED ON FORECLOSURE OF REAL ESTATE

This Indenture, Made the 22nd day of October 1982
BETWEEN CHARLES E. LEWIS, Deputy Sheriff Acting on behalf of the County Clerk, in and for the County
of Oakland in the State of Michigan, of the first part, and Michigan National Bank of Detroit,
a national banking association of the second part.

WITNESSETH, That Whereas

Jeffrey D. Pierce, a/k/a Jeffrey Pierce

made a certain (Mortgage) to Michigan National Bank of Detroit, a national banking association

which was duly recorded in the Office of the Register of Deeds, in and for the County of Oakland in Liber 6940 on Page 711-717 Oakland County Records, upon which suit was commenced and judgment was obtained at a session of the Circuit Court for the County of Oakland sitting at the Court House in the City of Pontiac, Michigan, and judgment obtained in Case No. 82-237222-CK on the 28th day of July 1982 in favor of Michigan National Bank of Detroit, a national banking association

and against Jeffrey D. Pierce, a/k/a Jeffrey Pierce, Fireplace Corporation of America, David Best, Donald Thal by Bruce Thal, Personal Rep., and National Acceptance Company of America foreclosing a certain (Mortgage) as above recorded

AND WHEREAS, in pursuance of the Order and Judgment of the Court, and in pursuance of the statute in such case made and provided, and in accordance with the notice duly published and copies of said printed notice displayed and posted in accordance with the statute stating that the real estate would be sold on the 22nd day of October

1982 immediately inside the ground floor lobby of the main entrance to the Court House in the City of Pontiac, that being the place of holding the Circuit Court in Oakland County where the premises are situated.

AND WHEREAS, in pursuance of said Order and Judgment I did, on the 22nd day of October 1982 at ten o'clock in the forenoon, local Time of said day expose for sale, at Public Vendor, the lands and tenements hereinafter particularly described, and on such sale did strike off and sell the said lands and tenements to Michigan National Bank of Detroit, a national banking association

for the sum of THREE HUNDRED THIRTY FIVE THOUSAND and 00/100ths DOLLARS. (\$335,000.00) WITH INTEREST AT THE RATE OF \$109.66 per day) Dollars, that being the

highest bid and the grantee being the highest bidder, which lands and tenements are situated in the Township of Commerce

County of Oakland, State of Michigan, and are more particularly described as follows.

This instrument is exempt from Michigan Transfer Tax under Sec. 217A of the Public Acts of 1966, as amended by Act No. 67 of Public Acts of 1969.

See Legal Description attached hereto and made a part hereof as Exhibit "A"

SIDWELL NO. 17-25-376-001

More Commonly known as 1080 Welch Road, Commerce Township

NOW, this INDENTURE WITNESSETH, That I, the said CHARLES E. LEWIS, Deputy Sheriff Acting on behalf of the County Clerk aforesaid, in and pursuant of the Judgment and Order of the Oakland County Circuit Court, and the statute in such case made and provided, and in consideration of the said sum of money so paid as aforesaid, have conveyed, bargained and sold, and by this Deed do grant, convey, bargain and sell unto the said Michigan National Bank of Detroit, a national banking association

its successors (heirs) and assigns, FOREVER, all the said lands and tenements hereinbefore described, with the appurtenances and all the estate, right, title and interest which the said Jeffrey D. Pierce a/k/a Jeffrey Pierce had in the said lands

and tenements, and every part thereof, on the 21st day of January 1977, that being the date of said (Mortgage) or at any time thereafter, To Have and to Hold the said lands and tenements and every part thereof to the said Michigan National Bank of Detroit, a national banking association

its successors (heirs) and assigns, forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I CHARLES E. LEWIS, Deputy Sheriff Acting on behalf of the County Clerk aforesaid, under the authority aforesaid might, could or ought to sell the same

IN WITNESS WHEREOF I have hereunto set my hand and seal, the day and year first above written. Signed, Sealed and Delivered in the

Presence of

Carol T. Evjen
Carol T. Evjen

LYNN D. ALLEN, OAKLAND COUNTY CLERK
REGISTER OF DEEDS

Charles E. Lewis, Deputy Sheriff

OCTOBER 22 1982

STATE OF MICHIGAN
COUNTY OF OAKLAND

USE 8261 REC 449

On this 22nd day of October, 1982, before me, a Notary Public, in and for said County, came CHARLES E. LEWIS, Deputy Sheriff, Acting on behalf of the County Clerk of said County, known to me to be the individual described in and who executed the above conveyance, and acknowledged that he executed the same as a free act and deed.

Carol T. Evjen Notary Public, Oakland County, Michigan
My Commission Expires May 13, 1985

EVIDENCE OF SALE
(Affidavit of Auctioneer)

STATE OF MICHIGAN
COUNTY OF OAKLAND

CHARLES E. LEWIS, Deputy Sheriff, being duly sworn, deposes and says that he is Acting on behalf of the County Clerk of said County of Oakland, that he acted as Auctioneer, and made the sale as described, in the annexed Deed, pursuant to the foregoing printed notice, that the sale was opened at ten o'clock in the forenoon, Local Time, on the 22nd day of October, 1982, immediately inside the ground floor lobby of the main entrance to the Court House, City of Pontiac, Michigan, that being the place of holding the Circuit Court in and for the said County of Oakland and was kept open for the space of one hour, that the highest bid for said lands and tenements was the sum of THREE HUNDRED THIRTY FIVE THOUSAND and 00/100ths (\$335,000.00)-----DOLLARS, made by MICHIGAN NATIONAL BANK OF DETROIT, a national banking association

and that the sale was in all respects open and fair, and did strike off and sell lands and premises to the said MICHIGAN NATIONAL BANK OF DETROIT, a national banking association, who purchased the said premises, fairly, and in good faith, as deponent verily believes.

LYNN D. ALLEN, OAKLAND COUNTY CLERK,
REGISTER OF DEEDS

Charles E. Lewis

By

Subscribed and sworn to before me this 22nd

day of October, 1982.

Carol T. Evjen Notary Public, Oakland County, Michigan
My Commission Expires May 13, 1985

STATE OF MICHIGAN
COUNTY OF OAKLAND

I DO HEREBY CERTIFY, That the within Clerk's Deed on Foreclosure of Real Estate will become operative at the expiration of six (6) months from the 22nd day of October, 1982, unless otherwise rescinded according to law, in such case made and provided.

LYNN D. ALLEN, OAKLAND COUNTY CLERK,
REGISTER OF DEEDS

By

Charles E. Lewis, Deputy Sheriff
1200 North Telegraph Road
Pontiac, Michigan 48053

67810

CLERK'S DEED

ON

FORECLOSURE OF
REAL ESTATE

Lynn D. Allen,
Oakland County Clerk

By Charles E. Lewis, Deputy Sheriff
1200 North Telegraph Road
Pontiac, Michigan 48053

By T. H. G. Gifford
1200 North Telegraph Road
Pontiac, Michigan 48053

Recorded for Record, the

at 10 o'clock M and Recorded in

Lib. P 261 on Page 448-452

Oakland County Records

Register of Deeds

PONTIAC OAKLAND COUNTY

LEGAL NEWS

P.O. Box 214, Pontiac 48046

615 Second St., Detroit 48226

67810

OCTOBER

22

1982

USE 8261 PER 450

EXHIBIT A

①
Part of the Southwest 1/4 of Southwest 1/4 of Section 25, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, beginning at a point distant North 0 degrees 06 minutes East along the West line of said Section 25, a distance of 545.0 feet from the Southwest corner of said Section 25, thence continuing North 0 degrees 06 minutes East 201.40 feet; thence along the southeasterly line of the Grand Trunk Western Railroad Right of Way on a curve to the left (radius = 2646.0 feet, long Chord bears North 65 degrees 30 minutes East 469.59 feet) a distance of 470.20 feet, thence South 0 degrees 01 minutes West 397.80 feet thence North 89 degrees 52 minutes West 428.0 feet to point of beginning. Containing 2.87 acres, more or less.

ATTACHMENT A-7

001.3183

8510 137

Loan 0500460-0

83

100965

ASSIGNMENT OF LEASE AND RENTALS

7/8/73

William Stocki and Judith M. Stocki, his wife and
Terry L. Collison, a single man
is the owner in fee simple of the property described as follows, hereinafter referred to as the "mortgaged property":

See attached: "Description of Real Estate"

XX

RECORDED
INDEXED
JUL 31 1973
JUL 31 1973
JUL 31 1973

WHEREAS, said mortgaged property has been devised by the Owner by a certain lease or leases for certain terms, as more particularly set forth in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, Michigan National Bank of Detroit, a National Banking Association, having an office in Detroit, Michigan (Bank), is or is about to become an owner and holder of a mortgage executed by Owner covering the mortgaged property, which mortgage secures a note or notes in the principal sum of Three Hundred Twenty Five Thousand (\$ 325,000.00) and other indebtedness of any kind now or hereafter owing or to become due, however created; and

WHEREAS, Bank as a condition for making the aforesaid loan, has required an assignment of said lease or leases and the rents, issues and profits derived from the use of the mortgaged property and every part thereof, as additional security for said mortgaged loan;

NOW, THEREFORE, in consideration of the foregoing, the Owner hereby assigns, transfers and conveys unto Bank the said lease or leases described in Exhibit "A" attached hereto, and any renewals thereof, and any renewals or extensions thereof, together with any other leases hereafter or hereunder entered into, denying any part of the mortgaged property, and all of the rents, issues and profits derived from the use of the mortgaged property and any portion thereof, as additional security; and for the consideration aforesaid:

1. The Owner hereby covenants and agrees to and with Bank that as long as the aforesaid indebtedness, or any part thereof, shall remain unpaid, and with respect to any lease or leases hereafter or hereunder entered into denying any part of the mortgaged property, Owner will not, without the written consent of Bank:

- Cancel said lease or leases, or any of them;
- Accept a surrender of said lease or leases, or any of them;
- Modify or alter said lease or leases, or any of them, in any way, either orally or in writing;
- Reduce the amount of rental set forth in said lease or leases;
- Consent to an assignment of the Lessee's interest in said lease or leases, or any of them, or to any subletting hereunder;
- Collect, or accept payment of, rent under said lease or leases, or any of them, more than one month in advance;
- Make any other assignment, pledge or other disposition of said lease or leases, or any of them, or of the rents, issues and profits derived from the use of the mortgaged property;

and any of the above acts, if done without the written consent of Bank, shall be null and void.

001. 31 83

LESS 8510 NEW 138

2. Owner hereby covenants and warrants to Bank that:

- (a) Said lease or leases are presently in full force and effect and that there are no defaults now existing thereunder; and
- (b) Owner has not (1) executed any prior assignment, presently still subsisting, of any of said lease or leases the rentals thereunder; (2) performed any acts or executed any other instruments which might prevent the Bank from operating under any of the terms and conditions of this assignment or which would limit the Bank in such operation; (3) executed or granted any modification whatever of said lease or leases, or any of them, either orally or in writing, or (4) subordinated said lease or leases, or any of them, to the lien of the mortgage described herein.

3. It is mutually agreed between the parties hereto that until a default or breach shall occur in the performance of Owner's covenants hereunder, or any act of default shall occur under any Loan Agreement made by and between Owner and Bank pertaining to the indebtedness referred to herein, or any default shall occur in the making of any of the payments provided for in said mortgage or note, Owner may receive, collect, and enjoy the rents, issues and profits accruing from the said mortgaged property, but not more than one month in advance; but, in the event of any such default or breach, Bank may at its option, immediately thereafter, receive and collect all such rents, issues and profits as they come due, from such mortgaged property and under all the leases described in Exhibit "A" hereof, and any renewals and extensions thereof, and under any other lease or leases heretofore or hereafter entered into demising any part of said mortgaged property, and Bank shall thereafter continue to receive and collect all such rental, issues and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

4. Owner, in the event of any such default or breach by Owner, hereby authorizes the Bank at its option, to enter upon the said mortgaged property, or any part thereof, by its officers, agents, or employees, for the collection of the rents, issues and profits, and for the operation and maintenance of said mortgaged property, the Owner hereby authorizing the Bank in general to perform all acts necessary for the operation and maintenance of said property in the same manner and to the same extent that the Owner might reasonably so act. The Bank shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged property, to any amounts due the Bank from the Owner under the terms and provisions of the aforesaid note and mortgage, and in the event of any foreclosure sale, to any deficiency during any redemption period. The manner of the application of such net income and the items to which it shall be applied shall be within the sole discretion of the Bank. Bank shall only be accountable for money actually received by it pursuant to this assignment. Such entry and taking possession of the mortgaged property, or any part thereof, by Bank, may be made by actual entry and possession, or by written notice served personally upon or sent by certified mail to the last owner of the mortgaged property appearing on the records of the Bank, as the Bank may elect, and no further authorization or notice shall be required. **OWNER HEREBY WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE AND WAIVES ANY RIGHT TO ANY HEARING JUDICIAL OR OTHERWISE PRIOR TO THE BANK EXERCISING ITS RIGHTS UNDER THIS ASSIGNMENT.**

5. It is mutually agreed that nothing contained in paragraphs 3 and 4 above shall in any way diminish, restrict, or affect any rights of Bank under said lease or leases referred to herein if Bank should become the owner of the mortgaged property after the expiration of any redemption period in connection with any foreclosure proceedings.

6. Owner covenants and agrees to transfer and assign to the Bank, any and all subsequent leases upon the mortgaged property upon the same, or substantially the same, terms and conditions as are herein contained and to make, execute and deliver to the Bank, upon demand, any and all instruments that may be necessary therefor.

7. The Owner covenants and agrees to perform and discharge each and every obligation, covenant, and agreement required to be performed by the Landlord under said lease or leases referred to herein, and should the Owner fail so to do, then the Bank, but without obligation to do so, and without releasing the Owner from any obligation hereof, may make or do the same in such manner and to such extent as the Bank may deem necessary to protect the security hereof. Nothing herein contained shall be construed to bind the Bank to perform any of the terms and provisions contained in said lease or leases, or otherwise to impose any obligation upon the Bank. Any default by the Owner in the performance of any of the obligations herein contained shall constitute and be deemed to be a default under the terms of said mortgage entitling Bank to exercise the rights and remedies provided by said mortgage.

8. The Owner irrevocably consents that any lessee or lessees under any of the said leases referred to herein, upon demand and notice from Bank of Owner's default under said note or mortgage, shall pay said rents, issues and profits under said lease or leases to said Bank without any obligation upon any such lessee or lessees for the determination of the actual existence of any default by Bank.

9. Bank shall have the right to assign the Owner's right, title and interest in the said lease or leases referred to herein to any subsequent holder of said mortgage or note referred to herein, and to assign the same to any person acquiring title to the mortgaged property through foreclosure or otherwise.

001.3183

UNDER 8510 REG 139

10. The rights and remedies of the Bank under this instrument are cumulative and are not in lieu of but are in addition to any other rights or remedies which Bank shall have under said note, mortgage or under any loan agreement between the parties hereto.

11. All covenants and agreements contained herein shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, this assignment has been signed and sealed by Owners this 28th day of October 1983

Signed and delivered in presence of:

Raymond X. Zweig
Raymond X. Zweig
Lawrence M. Green
Lawrence M. Green

William Stocki (L.S.)
William Stocki
Judith M. Stocki (L.S.)
Judith M. Stocki, his wife
Terryl L. Collison (L.S.)
Terryl L. Collison, a single man

Address of Owners: 20455 Glendale, Detroit, Wayne County, MI
STATE OF MICHIGAN }
COUNTY OF Wayne } SS:

The foregoing instrument was acknowledged before me this 28th day of October, 1983

by William Stocki and Judith M. Stocki, his wife and Terryl L. Collison,
by a single man

INDIVIDUAL

LAWRENCE M. GREEN
Notary Public, Wayne County, Michigan
My Commission Expires April 14, 1987 Notary Public WAYNE County, Michigan

My Commission expires: APRIL 14 1987

STATE OF MICHIGAN }
COUNTY OF } SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 19____

by _____, partner on behalf of _____
_____ a partnership

PARTNERSHIP

Notary Public _____ County, Michigan

My Commission expires: _____

STATE OF MICHIGAN }
COUNTY OF } SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 19____

by _____ and _____ of _____
_____ a corporation, on behalf of the corporation

CORPORATE

Notary Public _____ County, Michigan

My Commission expires: _____

Raymond X. Zweig, Esq.
3000 Town Center, Suite 2200
Southfield, MI 48075

Mr. Thomas Young, Vice Pres.
Michigan National Bank of
Detroit
22595 West Eight Mile Road
Detroit, MI 48219

mob

OCT. 31 83

EXHIBIT A

USE 8510 140

ATTACHED TO AND MADE A PART OF A CERTAIN
ASSIGNMENT OF LEASE AND RENTALS
BY AND BETWEEN

MICHIGAN NATIONAL BANK OF DETROIT

and

WILLIAM STOCKI, JUDITH M. STOCKI, HIS WIFE AND

TERRYL L. COLLISON, a single man

DATED OCTOBER 28, 1983

All Leases of every type and description including any guaranties thereof and any renewals or extensions heretofore or hereafter entered into and all of the rents, issues and profits derived therefrom including, by way of description and not limitation, a certain Lease dated OCT. 28, 1983 by and between William Stocki and Judith M. Stocki, his wife and Terryl L. Collison, a single man, as Landlord, and R.I.M. Products, Inc., as Tenant.

001. 31. 83

USE 8510 141

DESCRIPTION OF REAL ESTATE

LAND IN THE TOWNSHIP OF
COMMERCE, COUNTY OF OAKLAND,
STATE OF MICHIGAN, DESCRIBED AS:

① Part of the Southwest 1/4 of the ~~Southwest~~ 1/4 of Section 25, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, described as beginning at a point distant North 0° -06' East, along the West line of said Section 25, a distance of 545.0 feet from the Southwest corner of said Section 25; thence continuing North 0° -06' East, 201.40 feet; thence along the Southeasterly line of G.T.W.R. right-of-way on a curve to the left (Radius = 2646.0 feet, long chord bears North 65° -30' East, (469.59 feet Record - 470.09 measured) a distance of (470.20 feet Record - 470.709 Cal.); thence South 0° -01' West, (397.80 feet Record - 397.34 Measured); thence North 89° -52' West, 428.00 feet to the Point of Beginning.
Containing 2.864 Acres, more or less, which includes 0.157 for road purposes.

17-25-376-001

ATTACHMENT A-8

109822

LIBER 10993 PG 667

MUTUAL TERMINATION OF LEASE

Sam/Rease

This Agreement is entered into this 11 day of July 1989, effective the 7th day of July, 1989, by and between WILLIAM STOCKI and JUDITH M. STOCKI, his wife, and TERRY L. COLLISON, a single man, hereinafter referred to as "Landlord", and R.I.M. PRODUCTS, INC., a Michigan corporation, hereinafter referred to as "Tenant."

0492 REG/DEEDS PAID
0001 JUL 25 '89 11:39AM
0345 MISC 15.00

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated October 28, 1983 for lease of the following described premises in the rider attached hereto and,

WHEREAS, the parties mutually desire to terminate said lease;

43569

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, it is agreed that the Lease dated October 28, 1983, between Landlord and Tenant, a copy of which is attached hereto as Exhibit "A," is hereby terminated effective July 7, 1989 and that each party hereby releases the other from any further liability thereunder after that date.

15.00

Drafted by: Michael Jacobs
585 E. Larned
STE. 200
Detroit, MI 48226

OK - RM

LIBER 109931668

IN WITNESS WHEREOF, the undersigned have set their hands
the date and year first above written.

Witnesses:

[Signature]
W. Patrick DRESLE
[Signature]
KIM A. SHANKS

[Signature]
WILLIAM STOCKI
[Signature]
JUDITH M. STOCKI
[Signature]
TERRYL B. COLLISON
"Landlord"

[Signature]
W. Patrick DRESLE
[Signature]
KIM A. SHANKS

R.I.N. PRODUCTS, INC., a
Michigan corporation
By: [Signature]
Its: [Signature]

"Tenant"

[Signature] and [Signature] to [Signature]

CONSENT TO TERMINATION

MICHIGAN NATIONAL BANK of DETROIT, now known as MICHIGAN
NATIONAL BANK, Assignor of the Landlord's rights under the
above-identified lease as is evidenced by an Assignment of Lease
and Rents dated October 28, 1983, hereby consents to the termi-
nation of said lease based upon the express representation and
warranty by the Landlord that a new lease will be entered into
between Landlord and the LARRY J. WINGET LIVING TRUST, as
Tenant, for the above premises and that consent to the

LIBER 10993M669

termination is conditioned upon completion of said transaction
on or before July 7, 1989.

Witnesses:

MICHIGAN NATIONAL BANK,
a National Banking Association

Margaret M. Cona
Margaret M. Cona
Michael A. Jacobs
Michael A. Jacobs

By: Herbert G. Ford
Herbert G. Ford
Its: Second Vice-President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

Subscribed and sworn to before me, a Notary Public, on this 26th
day of June, 1989, by Herbert G. Ford, Second Vice-President of Michigan
National Bank, a National Banking Association, who executed the foregoing
document on behalf of said Bank.

Michael A. Jacobs
Michael A. Jacobs
Notary Public, Wayne County,
Michigan. Acting in Oakland
County, Michigan.

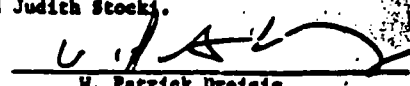
My Commission Expires: May 20, 1992

bjs\Stocki.Agr

109937670

STATE OF MICHIGAN }
COUNTY OF OAKLAND } ss.


Subscribed and sworn to before me, a Notary Public, on this 7th day of July, 1989, by William J. Stocki and Judith Stocki.


W. Patrick Dreisig
Notary Public, Oakland County,
Michigan.

My Commission Expires: January 6, 1991.

STATE OF MICHIGAN }
COUNTY OF OAKLAND } ss.

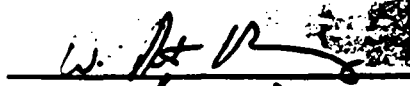
Subscribed and sworn to before me, a Notary Public, on this 7th day of July, 1989, by William J. Stocki, President of R.I.M. Products, Inc., a Michigan Corporation, on behalf of said Corporation.


W. Patrick Dreisig
Notary Public, Oakland County,
Michigan.

My Commission Expires: January 6, 1991.

STATE OF MICHIGAN }
COUNTY OF ~~OAKLAND~~ } ss.
~~MACOMB~~

Subscribed and sworn to before me, a Notary Public, on this 28th day of June, 1989, by Terry L. Collison.


W. Patrick Dreisig
Notary Public, Oakland
County, Michigan.
My Commission Expires
1/6/91

Upon recording, return to
Paul Lieberman
1471 S Woodward #250
Bloomfield Hills 48013

LIBR 10993M67

17-25-376-001

11/1/2011

Form 100-Letter to U.S.A.
025-0-100-0001/2**EXTRA COPY**

LIBER 109931672

REAL ESTATE LEASE AGREEMENT

BY AND BETWEEN

LESSOR: WILLIAM J. STOCKI AND
JUDITH STOCKI, HIS WIFE,
1080 Welch Road
Walled Lake, Michigan 48088

and

TERRYL L. COLLISON
4884 Sundew
Union Lake, Michigan 48085

LESSEE: LARRY J. WINGET LIVING TRUST

33662 James J. Pompo Drive
Fraser, Michigan 48026

TERM: Initial Term - six months (with one six
month option and one two year option)

PROPERTY
ADDRESS: 1080 Welch Road,
Walled Lake, Michigan 48088

Drafted by: W. Patrick Dreisig
MacDonald & Gurn, P.C.
260 E. Brown St., Suite 200
Birmingham, MI 48009

When recorded, return to:

Don Lieberman P.C.

~~Don~~

1471 S Woodward
#250

Bloomfield Hills MI
48013

)

)

NOVEMBER 25 1986

19654 317

86183849

GRANT OF EASEMENT

1. **PARCEL NUMBER.** 17-25-376-001
2. **PARTIES.** This is a Grant Of Easement to the Charter Township of Commerce, 2840 Fisher Avenue, Walled Lake, Michigan, 48088, hereafter referred to as Grantee,

From

Rim Products, Inc., a Michigan corporation

hereafter referred to as Grantor.
3. **GRANTOR'S ADDRESS.** The Grantor's address is:

1080 Welch Road
Walled Lake, Michigan 48088
4. **PURPOSE.** The purpose of this grant and conveyance is to provide the Grantee with an easement to permit construction, installation, operation, maintenance, replacement and removal of water mains and other municipal public services.
5. **GRANT OF EASEMENT.** Grantor hereby grants and conveys to Grantee an easement for the purposes described in Paragraph 4 above. Additionally, the Grantor hereby grants and conveys to Grantee the right to enter upon the property described in Paragraph 7 below for purposes of access to the easement conveyed herein.
6. **DESCRIPTION OF EASEMENT.** The easement granted and conveyed to Grantee is described as follows:

A thirty-three (33') foot water and municipal public service easement consisting of the Westerly thirty-three (33') feet of the property described in Paragraph 7, and to enter upon sufficient land adjacent to said easement for the purpose of the construction, operation, maintenance, repair and/or replacement of such water and municipal public services.
7. **BURDENED PROPERTY.** The property to be burdened by the easement granted and conveyed is described as follows:

Property located in the Township of Commerce, Oakland County, Michigan, described as:

T2N, R8E, SEC 25, PART of SW 1/4 BEG at PT DIST, N 00-06-00 E 545 FT, FROM SW SEC COR, TH S 89-41-00 E 429 FT, TH N 00-06-00 E 394 FT, TH ALG SELY LINE OF GTRR R/W ALG CURVE TO RIGHT, RAD 2646 FT, CHORD BEARS S 65-43-10 W 468.59 FT, DIST OF 469.21 FT, TH S 00-06-00 W 200.92 FT TO BEG. 2.93 acres.
8. **CONSIDERATION.** Grantor hereby acknowledges receipt of the sum of One (\$1.00) Dollar and other valuable consideration for this grant and conveyance of this easement.
9. **INTEREST IN REALTY.** This grant and conveyance shall be binding upon and inure to the benefit of the Grantor and Grantee, their heirs, representatives, successors, and assigns, and the covenants contained herein shall run with the land.
10. **WARRANTY OF TITLE.** Grantor hereby warrants that it has good and marketable title to the property described in Paragraph 7.

SMITH, MARGARET
CHAIRMAN,
ADELSON, P. C.
2850 S. TELEGRAPH
SUITE 108
BLOOMFIELD HILLS,
MI 48303

121N 221-0000

NOVEMBER 25 1986

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11. RESTORATION OF PROPERTY. Any portion of the property described in Paragraph 7 which is damaged by the Grantee's exercise of the easement granted shall be reasonably repaired.
12. DATE OF GRANT AND CONVEYANCE. 10-15-86

WITNESSES:

RIM PRODUCTS, a
Michigan corporation

Patricia Ann Boyle
PATRICIA ANN BOYLE

By Terry L. Collison (L.S.)
Grantor TERRY L. COLLISON
By:
Its: President

Dale Martell
DALE MARTELL
STATE OF MICHIGAN) ss.
COUNTY OF OAKLAND)

On this 15th day of October 1986,
Terry Collison President, appeared before me and
being duly sworn did acknowledge that he is an officer of the
Grantor and signed this Grant of Easement by authority of its
Board of Directors.

My Commission Expires:
PATRICIA ANN BOYLE
Notary Public, Oakland County, MI
My Commission Expires July 9, 1990

Patricia Ann Boyle
Notary Public Patricia Ann Boyle
County of
State of Michigan

Instrument Drafted By:
Phillip G. Adkison
2550 S. Telegraph Road
Suite 108
Bloomfield Hills, MI 48013

When Recorded Return To:
Phillip G. Adkison
2550 S. Telegraph Road
Suite 108
Bloomfield Hills, MI 48013

DALE MARTELL
CHARTRAND,
ADKISON, P. C.
2550 S. TELEGRAPH
SUITE 108
BLOOMFIELD HILLS,
MI 48013
4131 332-0000

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REAL ESTATE LEASE AGREEMENT

THIS REAL ESTATE LEASE (the "Lease"), made and entered into as of the 10th day of July, 1989 (the "Commencement Date"), by and between WILLIAM J. STOCKI AND JUDITH STOCKI, his wife, of 1080 Welch Road, Walled Lake, Michigan 48088, and TERRY L. COLLISON, of 4884 Sundew, Union Lake, Michigan 48085 (hereinafter together referred to as "Lessor"), and LARRY J. WINGET LIVING TRUST (hereinafter referred to as "Lessee").

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0001 JUL 25 '89 11:39AM
0345 MISC 53.00

R E C I T A L S :

WHEREAS, Lessor owns certain real property more particularly described hereinafter; and

WHEREAS, Lessor desires to lease said property to Lessee, and Lessee desires to lease said property from Lessor;

NOW, THEREFORE, in consideration of Lessor's rental of said property and Lessee's payment of rent as hereinafter provided, and in further consideration of the mutual covenants, agreements, and undertakings contained herein, the parties hereto agree as follows:

1. Letting and Description Clause. In consideration of the rental and other covenants and agreements set forth hereinafter, Lessor hereby warrants ownership of and hereby leases and demises to Lessee, and Lessee hereby leases from Lessor, certain real estate, together with the buildings and improvements thereon, and the appurtenances thereto, (hereinafter referred to as the "Premises") located in the Township of Commerce, State of Michigan, that being an industrial building of approximately

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14,000 square feet situated on approximately 2.9 acres more particularly described in Exhibit A attached hereto other than the portion which contains and surrounds the underground gas tank as marked on a certain survey initialed this date.

2. Term. The initial term of this Lease Agreement shall begin on the Commencement Date and shall end six (6) months thereafter (the "Initial Expiration").

The initial term of this Lease shall be extended (the "First Extension") for the period starting with the date of the Initial Expiration and ending six (6) months from such date (the "First Extension Expiration") if, not later than ninety (90) days before the Initial Expiration, Lessee gives written notice to the Lessor of its intention to so extend the Lease.

The First Extension of this Lease shall be extended (the "Second Extension") for the period starting with the date of the First Extension Expiration and ending two (2) years from such date (the "Second Extension Expiration") if, not later than ninety (90) days before the First Extension Expiration, Lessee gives written notice to Lessor of its intention to so extend the Lease.

3. Rent. Lessee, in consideration and respect of this Lease, shall pay IN ADVANCE to Lessor as rent each month during the term of the Lease the sum of EIGHT THOUSAND DOLLARS (\$8,000). It is acknowledged that EIGHT THOUSAND DOLLARS (\$8,000) has been paid on this date (which represents payment for the period of July 10, 1989 through August 9, 1989) and a like sum will be

paid in advance on or prior to the tenth (10th) day of each and every month during the initial lease term and any extensions.

Provided, that if the Second Extension occurs, the rental shall be adjusted upward or downward by an amount equal to account for fifty percent (50%) of any change in the wholesale price index (Metropolitan Detroit) (all items) from the first day of this Lease to the first day of the Second Extension by multiplying the percentage change by fifty percent (50%) and then multiplying the monthly rental of EIGHT THOUSAND DOLLARS (\$8000) by this resulting percentage and then adding this amount to EIGHT THOUSAND DOLLARS (\$8000) to calculate the rental to be paid during the Second Extension.

4. First Right of Refusal.

4.1 If, at any time during the initial term of this Lease or its extensions, the Lessor receives a bona fide offer to purchase all or a portion of the Premises and/or the property not being leased pursuant hereto as set forth in Paragraph 1 hereof, and if it decides that it wishes to accept said offer, or if the Lessor shall decide that it wishes to transfer ownership of all or a portion of the Premises, it shall serve notice to such effect upon the Lessee (herein called "Disposition Notice").

4.2 In the case of a proposed sale, the Disposition Notice shall indicate the name and address of the person desiring to purchase all or a portion of the Premises and the price and terms of payment upon which the sale is proposed.

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The Disposition Notice shall also contain an offer to sell such portion of the Premises to Lessee upon the same price and terms as the proposed sale; provided, that any notice dates, dates to receive financing, dates to make inspections or other dates or periods which the Seller has agreed to in order to allow the proposed purchaser to investigate the Premises or secure financing or otherwise shall begin to run upon and shall extend from the date Lessee actually receives the Disposition Notice from Lessor; provided, however, that Lessee shall have a period of not less than sixty (60) days to secure a commitment for financing from the date of receipt of such Disposition Notice as a condition to Lessee's obligation to consummate the closing regardless as to whether such a condition is a term of the transaction as set forth in the Disposition Notice. Closing shall be at a place designated by the Lessee and at the time as set forth in the Disposition Notice (unless such time for closing would occur prior to the time Lessee has been granted to obtain financing as set forth above, in which case the closing shall occur within fifteen (15) days after the date Lessee has obtained a commitment for financing, but in no event later than seventy-five (75) days from the receipt of the Disposition Notice by Lessee). The offer to sell contained in the Disposition Notice may be accepted by Lessee only by written notice by Lessee received by Lessor within ten (10) business days after the date the Disposition Notice is received by Lessee. If

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written acceptance of the offer to sell contained in the Disposition Notice is not received by the Lessor within said ten (10) day period, the Lessor shall be deemed to have rejected the offer contained in the Disposition Notice.

4.3 Other than pursuant to a transfer subject to Lessee's first right of refusal, as set forth above, Lessors each hereby agree during the term of this Lease or its extensions not to directly or indirectly transfer or agree to transfer the Premises except to a direct family member of Lessor or a trust wherein either a Lessor and/or a direct family member of Lessor are the beneficiaries (which direct or indirect transfers are herein referred to as the "Permitted Transfers"). The donee(s) of any Permitted Transfer shall acquire the Premises subject to the terms of Lessee's right of first refusal as set forth in Paragraphs 4.1 and 4.2 above. Further, as a condition to and upon such Permitted Transfers, the Lessor hereby agrees to cause the transferee to execute an agreement binding the transferee not to transfer the Premises except to a direct family member of Lessor or a trust wherein either a Lessor and/or a direct family member of Lessor are the beneficiaries.

4.4 After the transfer of ownership of all or a portion of the Premises to a party other than Lessee pursuant to Paragraph 4.3, the Premises shall continue to be subject to the terms of this Real Estate Lease Agreement, including, but not limited to, the first right of refusal contained in this

Paragraph 4. After the sale of ownership of all or a portion of the Premises to a party other than Lessee pursuant to Paragraph 4.2, the provisions of this Paragraph 4 shall no longer be of any force or effect; provided, however, the Premises shall be subject to the remaining terms and conditions of this Real Estate Lease.

5. Use and Occupancy of Premises. Lessee shall use and occupy the Premises principally for industrial purposes.

Lessee shall not use the Premises in such a way as to violate any law or regulation of the federal, state, or local government. If any order is made by, or any notice is served by, any officer of government requiring compliance with any law or regulation, and such order or notice is not obeyed or contested by timely and appropriate proceedings, Lessee shall be deemed to be in default of this Lease.

6. Maintenance and Care of the Premises.

A. Lessee shall have the following duties of maintenance and care of the Premises:

1. Keeping the Premises, including all structural, electrical, mechanical, and plumbing systems, in good repair, except for reasonable and normal wear and tear.

2. Keeping the Premises clean and free from rubbish, dirt, snow, and ice as is reasonable, and to generally maintain the grounds.

B. Lessor may inspect the premises to determine if Lessee's obligations under this Section are being met during

normal business hours so long as Lessor has first indemnified and held Lessee harmless from any damage or injury caused by such inspection and Lessor is not then in the business of reaction injection molding. For purposes hereof, Terryl L. Collison's present employer, ICI Polyurethanes of 6355 15 Mile Road, Sterling Heights, Michigan, shall not be considered a competing business.

7. Cost of Utilities. Lessee agrees to pay, as and when due, the following:

A. All charges made against the Premises for gas, heat, electricity, water, sewer, telephone, and any other utility.

B. All custodial and janitorial charges or costs.

8. Taxes. Lessee shall pay and discharge when due, in addition to the base rent for the Premises, all real estate taxes on the Premises. Taxes shall be prorated at the beginning and end of the lease term on a due date basis (the first date of the tax payment period being deemed to be the due date). Lessee further agrees to produce and exhibit to Lessor, on Lessor's demand therefore, receipts by proper officials showing such payment.

Notwithstanding anything express or implied herein to the contrary, Lessee may defer the payment of any tax, assessment, levy or other charge so long as the validity thereof shall be contested by Lessee in good faith and by appropriate legal proceedings, and Lessor covenants to cooperate fully in pursuing such claim.

9. Condition of the Premises. Lessor covenants that there are, to the best of Lessor's knowledge and belief, after due

inspection and inquiry, no material structural problems with the Premises. Lessor covenants that it is not aware of any material mechanical problems with the Premises. Subject to these covenants herein made by Lessor, Lessee has accepted the Premises in its condition and state of repair existing at the effective date of this Lease.

10. Representations and Warranties. Lessor hereby represents and warrants that, subject to any trust, deeds or mortgages now of record or hereafter placed on record, it is the owner of the demised Premises. Lessee, upon the payment of rent as herein provided and the performance of the provisions hereof to be performed by it, shall and may peacefully possess and enjoy the demised Premises during the term hereof without any interruption or disturbance.

11. Insurance. Lessee, at its sole cost and expense, shall obtain and maintain at all times until termination of this Lease and surrender of the Premises to Lessor, a primary policy of insurance covering the Premises and providing the insurance protection described in this Section 11.

A. The liability policy shall name Lessor as an additional insured party, and shall provide comprehensive general public liability insurance, including blanket contractual coverage against claims for, or arising out of, bodily injury, death, or property damage, in, on, or about, the Premises and the streets, sidewalks and properties adjacent thereto. The initial limits of coverage shall be, if dual limits are provided, not less than FIVE

HUNDRED THOUSAND DOLLARS (\$500,000.00) with respect to injury or death of a single person and not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to any one occurrence; and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) with respect to any one occurrence of property damage.

B. The primary policy shall insure the Premises for full replacement cost against loss by fire or other casualty, with standard extended risk coverage, vandalism, malicious mischief, sprinkler leakage and all other risk perils. The named insured shall be Lessor and Lessee. The amount of this insurance shall at all times be equal to the replacement cost of the Premises.

C. Lessee shall furnish to Lessor such evidence as Lessor may require that the insurance referred to in this Paragraph is in full force and effect and that the premiums therefor have been paid, and all renewal policies or certificates of insurance shall be delivered to Lessor not less than thirty (30) days prior to the date of expiration of the then existing policy. Lessee agrees that such policies shall contain a provision that the same may not be cancelled without at least thirty (30) days' prior written notice being given by the insurer to Lessor and the holder of any mortgage on the Leased Premises.

D. In the event of loss under any insurance policy or policies obtained by Lessee under this Section 11, other than the liability policy required by Subsection A hereof, the insurance proceeds shall be payable to Lessor. Except as otherwise provided in this Lease, such proceeds shall be used to defray the expense

of repairing or rebuilding the Premises which have been damaged or destroyed. Lessee shall be responsible for the costs of repairing or rebuilding to the extent that the insurance proceeds are insufficient to cover the expense of repairing or rebuilding the Premises (such obligation shall not apply if it chooses to give notice and abandon the premises pursuant to the terms of Paragraph 12).

E. Lessee covenants to indemnify and hold harmless Lessor (except for Lessor's own negligence) from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees), incurred in connection with such claims, including any action or proceeding brought thereon, arising from or as a result of: (i) any accident, injury, loss or damage whatsoever caused to any person or to the property of any person as shall occur on the Leased Premises during the term of this Lease, or (ii) any act or omission whatsoever or negligence of Lessee or of any subtenant, concessionaire, or licensee of Lessee or of the agents, contractors, servants or employees of Lessee or of any such subtenant, concessionaire, or licensee of Lessee. Provided however, notwithstanding anything to the contrary contained in this Subparagraph 11(E), in no event shall Lessee be obligated to indemnify Lessors for any claims caused by the condition of the Premises existing as of the Commencement Date.

12. Damage by Fire or Other Casualty.

A. In event that the Premises are less than FIFTY PERCENT (50%) (determined by cost of construction) destroyed by fire or other casualty, the following provisions apply:

1. If the event occurs during the initial term of this lease or the First Extension or during the last twelve (12) months of the Second Extension, Lessee shall have the option of:

(a) rebuilding and restoring the Premises to a condition which is of the same or better quality and utility than existed prior to the damage or destruction. In such event, Lessor shall make the insurance proceeds to be collected against the insurance policy required by Section 11 of this Lease available to Lessee for the purpose of rebuilding the Premises. There shall be no abatement of rent during the period that the Premises are being rebuilt and restored. Lessor shall not be obligated to contribute any additional funds to the rebuilding of the Premises; or (b) giving notice of its decision to pay an amount of rent which, together with any rents previously paid, would cover the rent for a period of sixty (60) days following such notice and surrendering such insurance proceeds to Lessor and abandoning

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the premises on a date which ends at the end of the sixty (60) day period such rent was paid for.

2. If the event occurs during the Second Extension other than the last twelve (12) months of such Extension, Lessee shall:

(a) rebuild and restore the Premises to a condition which is of the same or better quality and utility than existed prior to the damage or destruction. In such event, Lessor shall make the insurance proceeds to be collected against the insurance policy required by Section 11 of this Lease available to Lessee for the purpose of rebuilding the Premises. There shall be no abatement of rent during the period that the Premises are being rebuilt and restored. Lessor shall not be obligated to contribute any additional funds to the rebuilding of the Premises.

B. In the event that the Premises are more than fifty percent (50%) (determined by cost of construction) destroyed by fire or other casualty, the provisions to be applied are as follows:

1. Lessee shall have the option of:

(a) rebuilding and restoring the Premises to a condition which is of the same or better quality and utility than existed prior to the damage or destruction. In such event, Lessor shall make the insurance proceeds

to be collected against the insurance policy required by Section 11 of this Lease available to Lessee for the purpose of rebuilding the Premises. There shall be no abatement of rent during the period that the Premises are being rebuilt and restored. Lessor shall not be obligated to contribute any additional funds to the rebuilding of the Premises; or (b) giving notice of its decision to pay an amount of rent which, together with any rents previously paid, would cover the rent for a 60 day period after said notice and surrendering such insurance proceeds to Lessor and abandoning the premises on a date which ends at the end of the period such rent was paid for.

13. Waiver of Subrogation. Neither party hereto, nor its respective agents, employees, or guests, shall be liable to the other for any loss or damage caused by any risk covered by the insurance policies procured pursuant to Section 11 of this Lease to the extent of any insurance proceeds actually received, and each party waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Each party hereto shall use its best efforts to obtain waiver of subrogation clauses in any insurance policy it may obtain.

14. Inspection of Premises. Lessor, or its authorized agent, shall have the right to enter upon the Premises at reasonable intervals and during reasonable business hours for the purpose of inspecting the same.

15. Quiet Enjoyment. So long as is not in default under the covenants and agreements of this Lease, Lessee's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Lessor.

16. Assignment and Subletting. Lessee may not assign, pledge, mortgage or hypothecate this Lease in whole or in part, or sublet all or any part of the Premises without first obtaining Lessor's consent thereto, except Lessee may assign in whole or in part, or sublet the same, to any entity in which Larry J. Winget or Alicia Winget have a direct or indirect interest, but this Lease may not otherwise be assigned or subletted.

17. Surrender of Premises on Termination. At the expiration or earlier termination of this Lease, Lessee shall deliver all keys and building security cards for the Premises, and shall surrender the Premises to Lessor in as good condition and repair as they were at the time Lessee took possession, reasonable wear and tear excepted.

18. Holding Over. Under no circumstances shall Lessee be permitted, nor have any right under any set of circumstances, to hold over or have any right of tenancy beyond said initial term of this Lease or any extensions thereof, as the case may be. Anything contained in this Lease to the contrary notwithstanding, at the expiration of the initial term of this Lease or any extensions thereof, as the case may be, the Lessee shall immediately quit the Leased Premises.

19. Abandonment. If Lessee abandons the Premises before this Lease is terminated, Lessor may repossess said Premises and offer them for rent for the account of Lessee. Notwithstanding such repossession and re-renting, Lessee's liability for the rent reserved in this Lease shall continue to termination of this Lease, subject only to an offset for any rents that Lessor is able to derive from the Premises. In renting the Premises for the account of Lessee, Lessor may accept any reasonable offer to lease all or any part of the Premises for any length of time, and if the termination of any such tenancy does not coincide with the termination of this Lease, the rent to be credited to Lessee's account shall be prorated to the termination of this Lease. Any commissions payable or other expenses incurred by Lessor in connection with such re-renting for the account of Lessee shall be deducted from the rent to be credited to Lessee's account.

20. Place of Payment. Rent and all other sums to be paid to Lessor shall be paid to it at the address listed in Section 27 of this Lease, or at such other place as Lessor from time to time may designate in writing.

21. Improvements. Lessee may make improvements, alterations, or additions to the Premises without the prior written consent of Lessor so long as the same does not diminish the value of the premises. At the expiration of the lease term, Lessee may remove some or all of such improvements if it restores that portion of the Premises affected by such removal to its former condition and removes Lessee's trade fixtures. As to any

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improvement, alteration or addition which is not so removed with the accompanying restoration, said improvement, alteration, or addition made by Lessee, other than trade fixtures installed at the expense of Lessee, shall become the property of Lessor and shall be surrendered with the Premises upon termination of this Lease.

22. Bankruptcy and Insolvency. If Lessee seeks relief under any law for the relief of debtors, or is adjudicated bankrupt, or if a receiver is appointed for his interest under this Lease or for any substantial part of his assets, Lessor shall have the right to immediately terminate this Lease and repossess the Premises.

23. Right to Mortgage. Lessor may subordinate this Lease to the lien of any mortgage now or hereafter placed by Lessor on the Premises. Lessor is hereby authorized to execute in the name of, and on behalf of, the Lessee, as its attorney-in-fact, any instrument required by any mortgage to evidence such subordination.

24. Eminent Domain.

A. In the event all of the Premises is either taken for a public purpose under the power of eminent domain, or is voluntarily conveyed for a public purpose for which it might be so taken, this Lease shall terminate as of the day that public possession is required pursuant to such taking or voluntary conveyance. Upon said termination of this Lease, Lessee's obligation to pay rent shall cease and all liability of either

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party hereto to the other hereunder shall cease. Rent shall be prorated as of the termination date.

B. In the event that only part of the Premises is either taken for a public purpose under the power of eminent domain, or is voluntarily conveyed for a public purpose for which it might so be taken, Lessee may elect to either continue the term of this Lease as to the part not taken, or terminate this Lease.

1. If Lessee elects to continue the term of this Lease, then the rent shall be reduced to reflect the leasehold's diminished value. Any rent paid in advance shall be refunded to the extent it exceeds reduced rent for the remainder of the term.

2. If Lessee elects to terminate this Lease, then Lessee's obligation to pay rent shall cease and all liability of either party to the other hereunder shall cease. Rent shall be prorated as of the date of termination. Any rent paid in advance and in excess of the proration shall be refunded.

C. Any award on account of such taking of the Premises for a public purpose, or any consideration for such conveyance of the Premises for a public purpose, shall belong solely to Lessor, whether based upon the diminished value of the fee or of the leasehold. Lessee shall only be entitled to any award made to it for business loss.

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25. Default.

A. If the rent or any other sum payable by Lessee hereunder, or any part thereof, shall be unpaid on the date of payment by the terms hereof and remain unpaid for a period of ten (10) days after written notice to Lessee of such default, or if Lessee shall default in any of the other terms, covenants or agreements herein contained by Lessee to be performed under the terms hereof, or if the Lessee shall make an assignment for the benefit of creditors, or if the Lessee shall file a petition in bankruptcy, or if the Lessee shall be declared or adjudged a bankrupt under the laws of the United States or the state within which the Leased Premises are situated, or if a trustee or receiver shall be appointed of the Lessee's property, and should Lessee fail to rectify or remove said default(s) (other than the payment of rent) within thirty (30) days after written notice of such default has been delivered to Lessee by Lessor (other than if the Lessee shall file a petition in Bankruptcy, in which case no notice or right to cure shall be afforded under this Lease), then and in such case it shall be lawful for Lessor, at Lessor's option, by summary proceedings or by any other appropriate legal action or proceedings, to either terminate this Lease and/or enter into the Leased Premises and expel Lessee, or any person or persons occupying the Leased Premises. Should this Lease, at any time, be terminated under the terms and conditions hereof, or in any other way, Lessee hereby covenants and agrees to surrender and deliver up the Leased Premises and the building located thereon.

peaceably to Lessor immediately upon termination of the term hereof. All of the foregoing rights and remedies of Lessor shall be in addition to any other rights or remedies accorded Lessor by law.

B. Should Lessor elect not to terminate these Lease, but to re-enter, as herein provided, or should it take possession should the Leased Premises become vacant as a result of a default on Lessee's part, it may make such repairs and renovations as may be necessary in order to relet the Leased Premises and shall use reasonable efforts to relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its exercise of reasonable discretion may deem advisable. Upon each such reletting, all rentals and other sums received by Lessor from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees, and costs of repairs and renovations; third, to the payment of rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Lessee hereunder including rent, Lessee shall pay such deficiency to

Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessee may at any time hereafter elect to terminate this Lease for such previous breach.

26. Signs. Lessee shall display on and about the Premises only such signs as advertise the business conducted on the Premises. The size and character of any sign displayed on and about the Premises must be approved by Lessor.

27. Notices. Except as otherwise provided in this Lease, any notice, demand, delivery, invoice, or other writing required or desired to be given or made pursuant to this Lease shall be in writing, and shall be deemed to have been given and received, and to be effective for all purposes, the third business day (upon which mail is delivered) after having been mailed through the United States Postal Service in an envelope with correct postage and addressed to the proper party at the address (or such other address as the recipient shall have designated in writing) that follows:

LESSOR: WILLIAM J. STOCKI AND
JUDITH STOCKI, HIS WIFE,
1080 Welch Road
Walled Lake, Michigan 48088

and

TERRYL L. COLLISON
4884 Sundew
Union Lake, Michigan 48085

With a
copy to: W. Patrick Dreisig
MacDonald and Goren, P.C.
250 E. Brown St., Suite 200
Birmingham, Michigan 48009

LESSEE: LARRY J. WINGET LIVING TRUST
33662 James J. Pompo Drive
Fraser, Michigan 48026

With a
copy to: John J. Davey, Esq.
201 W. 13 Mile, Suite 100
Madison Heights, Michigan 48071

28. General Provisions.

A. Applicable Law. This Lease shall be governed by the laws of the State of Michigan.

B. Integration. This writing constitutes the entire agreement between the parties as to the matter set forth herein and shall supersede all previous or contemporaneous negotiations, commitments, and writings with respect to the matters set forth herein.

C. Modification. This Lease may be modified only by a writing signed by the authorized representatives of both parties. The terms and provisions of this Lease shall prevail over any conflicting, additional, or other terms appearing in any notice, request, instruction, invoice, or other writing submitted by either party under this Lease at any time.

D. Waiver. No waiver of any provision of, or breach of, this Lease shall be construed as a continuing waiver, or shall constitute a waiver of such provisions or breach or of any other provision or breach.

E. Cumulative Remedies. Nothing contained in this Lease shall be construed to limit the remedies available to Lessee. All rights, remedies and benefits under this Lease shall be cumulative and shall not be exclusive of any other rights, remedies and benefits conferred by law or by this Lease; provided, however, that this Lease shall not by virtue of any law be terminated, nor the Premises repossessed, earlier than permitted by this Lease.

F. Successors and Assigns. This Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

G. Headings Interpretation. The paragraph headings herein are included solely for convenience and shall in no event affect, or to be used in connection with, the interpretation of this Lease. Each separately numbered paragraph of this Lease shall be treated as severable, to the end that if any one or more such paragraphs shall be adjudged or declared illegal, invalid, or unenforceable, this Lease shall be interpreted and shall remain in full force and effect, as though such paragraph or paragraphs had never been contained in this Lease. Whenever reasonably necessary in the interpretation of this Lease, pronouns of any gender shall be deemed synonymous, as shall singular and plural pronouns.

H. No Broker. Each party represents and warrants to the other that no broker participated in the negotiations for this Lease and that no brokerage commission is payable.

I. Recordation. Either party to this Lease may record the Lease unless the parties agree, at the request of either of them, to execute a memorandum of Lease for recording, containing the names of the parties, the legal description and the terms of the Lease.

J. Consent. Any consent or waiver required of Lessor will be effective only if signed by all individual Lessors herein named.

K. Attorney's Fees. In case suit shall be brought because of the breach of any covenants herein contained on the part of either party to be kept or performed, the unsuccessful party shall reimburse the party ultimately prevailing in such case for such party's reasonable attorney's fees incurred in connection with such proceedings.

L. By his execution of this Lease, Larry J. Winget personally represents and warrants to Lessors that the Larry J. Winget Living Trust is presently in full force and effect, that Larry J. Winget is the sole acting Trustee thereunder and that Larry J. Winget has the power and authority as Trustee thereunder to enter into this Lease and to perform the obligations of the Lessee thereunder.

M. Environmental Warranty. Lessor hereby warrants that (i) R.I.M. Products, Inc. has not generated, stored, or disposed of any hazardous substances on the Premises that were not properly disposed of, which generation, storage or disposal has or may result in a substantial fine or other substantial cost to cure.

109937696

as a result of a claimed violation of any statute, ordinance, by-law, rule or regulation applicable at the time of such storage or disposal; and (ii) to the best of its actual knowledge, that no other party has ever generated, stored, or disposed of such substances on the Premises that were not properly disposed of, which generation, storage or disposal has or may result in a substantial fine or other substantial cost to cure as a result of a claimed violation of any statute, ordinance, by-law, rule or regulation applicable at the time of such storage of or disposal; and (iii) to the best of its actual knowledge, that there has not been a release of any hazardous substances on the Premises by anyone else. For the purposes of this agreement, "hazardous substances" shall mean "hazardous substances" as defined in the Comprehensive and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., and the regulations thereunder, and as defined in the Michigan Environmental Response Act, as amended, Mich. Comp. Laws Ann. 299.601 et seq. and the regulations thereunder.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Real Estate Lease Agreement as of the Commencement Date.

LESSOR,

WILLIAM J. STOCKI

JUDITH STOCKI, WIFE OF
WILLIAM J. STOCKI

10993M697

Paul Lieberman
PAUL LIEBERMAN
Notary Public, Oakland County, Michigan

Terryl L. Collison
TERRYL L. COLLISON

LESSEE:

LARRY J. WINGET LIVING TRUST

Paul Lieberman
PAUL LIEBERMAN
Notary Public, Oakland County, Michigan

By: *Larry J. Winget*
LARRY J. WINGET, TRUSTEE

STATE OF MICHIGAN |
COUNTY OF OAKLAND | ss.

Subscribed and sworn to before me, a Notary Public, on this 7th day of July, 1989, by William J. Stocki and Judith Stocki.

W. Patrick Dreisig
W. Patrick Dreisig
Notary Public, Oakland County, Michigan.

My Commission Expires: January 6, 1991

STATE OF MICHIGAN |
COUNTY OF OAKLAND | ss.

Subscribed and sworn to before me, a Notary Public, on this 28th day of June, 1989, by Terryl L. Collison.

W. Patrick Dreisig
W. Patrick Dreisig
Notary Public, Oakland County, Michigan.

My Commission Expires: January 6, 1991.

STATE OF MICHIGAN |
COUNTY OF MACOMB | ss.

Subscribed and sworn to before me, a Notary Public, on this 10th day of July, 1989, by Larry J., Winget, Trustee -26- of the Larry J. Winget Living Trust.

Paul Lieberman
PAUL LIEBERMAN
Notary Public, Oakland County, Michigan.

PAUL LIEBERMAN
Notary Public, Oakland County, Michigan
My Commission Expires Jan. 22, 1991

in the Township of Commerce, County of Oakland, State of Michigan, described as:

LIBER 109537698

Part of the Southwest 1/4 of the Southwest 1/4 of Section 25, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, described as beginning at a point distant North 0 degrees 05 minutes East, along the West line of said Section 25, a distance of 545.0 feet from the Southwest corner of said Section 25; thence continuing North 0 degrees 06 minutes East, 201.40 feet; thence along the Southeastern line of O.T.W.R. right-of-way on a curve to the left (Radius equals 2646.0 feet, a long chord bears North 55 degrees 30 minutes East, (469.59 Record - 470.09 measured) a distance of (470.20 Record - 470.709 Cal.); thence South 0 degrees 01 minutes West, (397.00 Record - 397.34 measured); thence North 89 degrees 52 minutes West, 428.00 feet to the Point of Beginning.

17-25-376-001.

11/1/68

Form 100 Lateral U.S.A.
036-G-100-02817-2

EXTRA COPY

Ret to

Paul Lieberman
1471 S. Woodward #250
Bloomfield Hills, MI
48013

10993699

FOR RECORDING

89 109824

SUBORDINATION, ATTORNEYMENT AND
NON-DISTURBANCE AGREEMENT

THIS AGREEMENT is entered into this 10th day of July, 1989, by and between MICHIGAN NATIONAL BANK, a National Banking Association, of the City of Farmington Hills, Oakland County, Michigan, hereinafter referred to as "BANK"; WILLIAM STOCKI and JUDITH M. STOCKI, of the Township of West Bloomfield, Oakland County, Michigan, and TERRY L. COLLISON, of the City of Union Lake, Oakland County, Michigan, hereinafter referred to as "MORTGAGORS", and the LARRY J. WINGET LIVING TRUST, hereinafter referred to as "LESSEE".

43569

0092 REG/DEEDS PAID
0001 JUL 25 89 11:40AM
0345 MISC 19.00

W I T N E S S E T H :

WHEREAS, MORTGAGORS have heretofore executed and delivered to BANK a Mortgage and Assignment of Lease and Rents, each dated OCTOBER 28, 1983, the same having been recorded with the Oakland County Register of Deeds and covering the premises situate in the Township of Commerce, Oakland County, Michigan, to-wit:

Part of the Southwest 1/4 of the Southwest 1/4 of Section 25, Town 2 North, Range 8 East, Michigan, described as: Beginning at a point distant north 0 degrees 06 minutes East, along the West line of said Section 25, a distance of 545.0 feet from the Southwest corner of said Section 25; thence continuing North 0 degrees 06 minutes East, 201.40 feet; thence along the Southeasterly line of Grand Trunk Western Railroad right-of-way on a curve to the left, radius = 2646.0 feet, a long chord bears North 65 degrees 30 minutes East (469.59 feet record - 470.09 measured) a distance of (470.20 feet record - 470.709 cal.); thence South 0 degrees 01 minutes West (397.80 feet record - 397.34 feet measured); thence North 89 degrees 52 minutes West, 428.00 feet to the point of beginning.

Drafted by: Michael Jacobs
SBS E. Larnard
SPE 200
DETROIT, MI 48226

17-25-376-001

OK - FR

10993700

WHEREAS, simultaneous with the execution of this Subordination, Assignment and Non-Disturbance Agreement, BANK and MORTGAGORS have entered into a Reamortization Agreement providing for modification and restructure of the payment and performance of the obligations owing to BANK from MORTGAGORS; and,

WHEREAS, MORTGAGORS have entered into a written Lease with LESSEE for the premises which are the subject of the Mortgage and Assignment and Lease and Rents; and

WHEREAS, BANK, MORTGAGORS and LESSEE desire to provide by this Agreement for the acknowledgement by LESSEE that its interest in the subject premises as LESSEE is subordinate to the Mortgage and Assignment of Lease and Rents of BANK, and BANK has agreed that so long as LESSEE is current in the payment and performance of its obligations under the Lease, that it will not disturb the quiet enjoyment of the premises by LESSEE; and,

WHEREAS, LESSEE has agreed that in the event of default in the payment and performance of the obligations of MORTGAGORS to BANK that upon notice from BANK it will attorn to BANK for all of the monies to become due thereafter under the terms of the Lease, with the same force and effect as if BANK was the lessor under said Lease.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. LESSEE acknowledges and agrees that its right, title and interest as represented by a certain Lease of even date herewith with an effective date of July 7, 1989 entered into between WILLIAM STOCKI, JUDITH M. STOCKI and TERRY L. COLLISON as Lessors, and the BARRY J. WINGET LIVING TRUST as Lessee, is junior and subordinate to the interest of MICHIGAN NATIONAL BANK, as evidenced by a Mortgage dated OCTOBER 28, 1983, and recorded on OCTOBER 31, 1983, in Liber 8510, Page 129, Oakland County Records, and an Assignment of Lease and Rents dated OCTOBER 28, 1983, and recorded on OCTOBER 31, 1983, in Liber 8510, Page 137.

2. LESSEE further acknowledges and agrees that in the event that it receives notice of default in the payment and performance of the obligations and indebtedness of MORTGAGORS to BANK, and that said default not being cured within any applicable cure period, (it being agreed by and among the parties hereto that LESSEE may rely conclusively upon said notice, no other notice or other information given to the LESSEE to the contrary withstanding) that it will thereafter attorn to BANK for all monies to become due under the terms and conditions of the written Lease, and pay the same to BANK until such time as it receives written notice from BANK withdrawing the same, or until its obligations under the Lease have been fully satisfied.

3. BANK acknowledges and agrees that, provided LESSEE shall pay and perform all of its obligations and indebtedness

arising out of or under the Lease between LESSEE and MORTGAGORS, BANK will not disturb the tenancy of LESSEE and will permit the quiet enjoyment of the premises to the LESSEE. BANK further acknowledges and agrees that by this Agreement, the Mortgage and Assignment of Lease and Rents are deemed modified, and that the BANK'S non-disturbance covenant afforded LESSEE herein shall continue through any foreclosure proceedings, subsequent redemption period or thereafter, and shall be binding upon any purchaser at such foreclosure sale, provided that the Lease is in force and LESSEE is not in default in its obligations thereunder.

4. BANK agrees to provide LESSEE with a copy of any notice of default it sends to MORTGAGORS by first class certified mail, postage prepaid, return receipt requested, addressed as follows:

LARRY J. WINGET, TRUSTEE OF THE
LARRY J. WINGET LIVING TRUST
33662 James J. Pompo Drive
Fraser, Michigan 48026;

With Copy To:
Paul Lieberman, Esq.
1471 South Woodward Avenue
Suite 250
Bloomfield Hills, Michigan 48013.

5. This Agreement shall be binding upon the parties hereto, and their respective heirs, successors and assigns, and shall be construed in accordance with the laws of the State of Michigan.

10993703

6. This Agreement shall not be waived, cancelled or modified unless in a writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the date and year first above written.

Witnesses:

Michael M. Conti
Michael M. Conti
Michael J. Jones
Michael J. Jones

P. L. H.
P. L. H.

Kim Shimkus
Kim Shimkus

P. L. H.
P. L. H.

Kim A. Shimkus
Kim Shimkus

Paul Lieberman
Paul Lieberman

Stacia S. Sauger
Stacia S. Sauger

MICHIGAN NATIONAL BANK, a
National Banking Association,

By: Herbert G. Ford

Its: Second Vice-President

"BANK"
William Stocki
WILLIAM STOCKI

Judith M. Stocki
JUDITH M. STOCKI

Terryl L. Collison
TERRYL L. COLLISON

"MORTGAGORS"

LARRY C. WINGET LIVING TRUST,

By: Larry C. Winget
Larry C. Winget

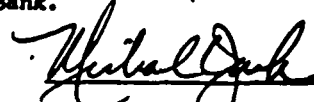
Its: Trustee

"LESSEE"

LIBER 109937704

STATE OF MICHIGAN }
COUNTY OF Oakland } ss.

On this 26th day of JUNE, 1989, before me, a Notary Public, personally appeared HERBERT G. FORD, Second Vice-President of MICHIGAN NATIONAL BANK, a National Banking Association, who acknowledged that he executed the above Agreement on behalf of said Bank.



Notary Public, Wayne
County, Michigan, acting as Notary

My Commission Expires: MICHAEL A. JACOBS
Notary Public, Wayne County, MI
My Commission Expires 1/2/1992

STATE OF MICHIGAN }
COUNTY OF OAKLAND } ss.

On this 7th day of JULY, 1989, the foregoing instrument was acknowledged before me by WILLIAM STOCKI, JUDITH M. STOCKI, and TERRYL L. COLLISON.



W. Patrick Dreisig
Notary Public, Oakland County
County, Michigan.

My Commission Expires: 1/06/91

STATE OF MICHIGAN }
COUNTY OF Macomb } ss.

On this 1st day of July, 1989, before me, a Notary Public, personally appeared LARRY G. WINGET, Trustee of the

10993M705

LARRY G. WINGET LIVING TRUST, who acknowledged that he executed the above Agreement on behalf of said Trust.

Paul Lieberman

Notary Public, Oakland
County, Michigan. Acting in Person

My Commission Expires: 1-20-91

STATE OF MICHIGAN)
: ss.
COUNTY OF OAKLAND)

On this 28th day of June, 1989, the foregoing instrument was acknowledged before me by TERRY L. COLLISON.

W. Patrick Dreisig
Notary Public, Oakland County
State of Michigan

My Commission Expires: 1/06/91

Drafted by [initials] Return to:

Michael A. Jacobs, Esq.
Shaheen, Jacobs & Ross, P.C.
585 East Larned, Suite 200
Detroit, Michigan 48226;
(313) 963-1300.

MH\Sub.Agr

LIBR 10993706

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 10th day of July, 1989 by Larry J. Winget as Sole Trustee of the Larry J. Winget Living Trust.

Julius H. Hine
WILLIAM HINE, Notary Public
 St. Clair County, Michigan
 My Commission expires: 4-16-90

ATTACHMENT A-12

LEVER 13206 030

92 327272

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

MICHIGAN NATIONAL BANK OF DETROIT,
now known as MICHIGAN NATIONAL
BANK, a national banking association,

Plaintiff,

8492 REG/DEEDS PAID
0001 DEC.23'92 08:33AM
3117 MISC 9.00

8492 REG/DEEDS PAID
0001 DEC.23'92 08:33AM
3117 RMT FEE 2.00

Case No. 92-443184-CK

vs.

Hon. Francis X. O'Brien

WILLIAM STOCKI, JUDITH M. STOCKI,
TERRYL L. COLLISON, R.I.M. PRODUCTS,
INC., a Michigan corporation, jointly
and severally, LARRY J. WINGET, TRUSTEE
OF THE LARRY J. WINGET LIVING TRUST,
TESTING ENGINEERS & CONSULTANTS, INC.,
a Michigan corporation,

Defendants.

SHAHEN, JACOBS & ROSS, P.C.
By: Steven P. Ross (P 27715)
Michael J. Thomas (P 41173)
Attorneys for Plaintiff Bank
585 East Larned, Suite 200
Detroit, Michigan 48226-4316
(313) 963-1300

7.00
2.00

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that an action has been commenced
and is now pending in the above-identified Court upon the Verified
Complaint filed by Plaintiff Michigan National Bank, against the
above named Defendants for the foreclosure of a certain real estate
mortgage dated October 28, 1983, executed by William Stocki and
Judith M. Stocki, his wife, and Terryl L. Collison, a single man,
as mortgagors, to Michigan National Bank as mortgagee, and recorded

OK G.K.

LIR 13206 : 031

on October 31, 1983, in Liber 8510, Page 129, Oakland County Records, covering the following described premises located in the Township of Commerce, County of Oakland, State of Michigan:

Part of the Southwest 1/4 of the Southwest 1/4 of Section 25, Town 2 North, Range 8 East, Michigan, described as: Beginning at a point distant North 0 degrees 06 minutes East along the West line of said Section 25, a distance of 545.0 feet from the Southwest corner of said Section 25; thence continuing North 0 degrees 06 minutes East, 201.40 feet; thence along the Southeasterly line of Grand Trunk Western Railroad right-of-way on a curve to the left, radius - 2646.0 feet, a long chord bears North 65 degrees 30 minutes East (469.59 feet record - 470.09 measured) a distance of (470.20 feet record - 470.709 cal.); thence South 0 degrees 01 minutes West (397.80 feet record - 397.34 feet measured); thence North 89 degrees 52 minutes West 428.00 feet to the point of beginning.

Commonly known as: 1080 Welch Road, Walled Lake;
Parcel Identification No.: 17-25-376-001;

Respectfully submitted,

SHAHEEN, JACOBS & ROSS, P.C.

By: Michael J. Thomas

Steven P. Ross (P 27715)

Michael J. Thomas (P 41173)

Attorneys for Plaintiff

585 East Larned, Suite 200

Detroit, Michigan 48226-4316

313/963-1300

Dated: October 22, 1992

Drafted By and When Recorded
Return To: _____

SHAHEEN, JACOBS & ROSS, P.C.

By: Steven P. Ross, Esq.

Michael J. Thomas, Esq.

585 East Larned, Suite 200

Detroit, Michigan 48226-4316

313/963-1300 shc@atckit.nip

ATTACHMENT A-13

LIBER 13773PC494

93 191923

QUIT CLAIM DEED-000

Form for Michigan Property

The Grantor(s) **LARRY J. WINNET LIVING TRUST**, whose address is
13662 James J. Pope Drive, Farmington, Michigan 48024
 grantor(s) to **NICHOLSON NATIONAL BANK, a national banking association**
 whose address is **27777 Inkster Road, P.O. Box 9045, Farmington Hills, Michigan 48333-9045**
 the following described premises situated in the Township of **Commerce**, County of **Oakland** and State of **Michigan**:

See attached Exhibit "A"

REG/DEEDS PAID
 0001 JUL 16 '93 10:01AM
 2392 MISC 9.00

REG/DEEDS PAID
 0001 JUL 16 '93 10:01AM
 2392 RMT FEE 2.00

for the sum of One and 00/100 (\$1.00) Dollar

Dated this day of June

1993

Signed in presence of:
W. G. Hollis II
Joan McBride
Lisa McBride

Signed by:
LARRY J. WINNET LIVING TRUST
 By: Joan McBride
Carley J. Gombert

STATE OF MICHIGAN,
 County of Macomb

The foregoing instrument was acknowledged before me this 9th day of June 1993 by Joan McBride and Carley J. Gombert

Notary Public, Macomb, Michigan
 My commission expires 3-28-94

When Recorded Return To:
NICHOLSON NATIONAL BANK
121 BAYVIEW G. FORD (10-00)
 (Name)
27777 Inkster Road, P.O. Box 9045
 (Street Address)
Farmington Hills, MI 48333-9045
 (City and State)

Send Subsequent Tax Bills To:

Grantor

Deeded By:

DOUGLAS C. ARNSTEIN

Deedee's Address:
27777 Inkster Road (10-00)
P.O. Box 9045
Farmington Hills, MI
48333-9045

Tax Parcel # 13-25-174-001

Recording Fee

Transfer Tax

13130004686-48367 2 / 3

0000 4686

SENT BY: PAUL LIEBERMAN, P.C. : 6-1-93 11:01AM

LIBER 13773PC495

Land in the Township of Commerce, County of Oakland, State of

LIBER 13773PC495

Land in the Township of Commerce, County of Oakland, State of Michigan, described as:

Part of the Southwest 1/4 of the Southwest 1/4 of Section 25, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, described as beginning at a point distant North 0 degrees 06 minutes East, along the West line of said Section 25, a distance of 545.0 feet from the Southwest corner of said Section 25; thence continuing North 0 degrees 06 minutes East, 201.40 feet; thence along the Southeasterly line of G.T.W.R. right-of-way on a curve to the left (Radius equals 2646.0 feet, a long chord bears North 65 degrees 30 minutes East, (469.59 Record- 470.09 measured) a distance of (470.20 Record- 470.709 Cal.); thence South 0 degrees 01 minutes West, (397.80 Record - 397.34 Measured); thence North 89 degrees 52 minutes West, 428.00 feet to the Point of Beginning.

EXHIBIT A

93 191924

LIBER 13773PC496

Recorded.....
at..... o'clock.....
Liber..... of Mortgage, Page.....
Register of Deeds.

AUG 93 237838

1390547

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

MICHIGAN NATIONAL BANK OF DETROIT,
now known as MICHIGAN NATIONAL
BANK, a national banking association,

Plaintiff,

vs

Case No. 92-443184-CK
Hon. F.X. O'Brien

WILLIAM STOCKI, JUDITH M. STOCKI,
TERRYL L. COLLISON, R.I.M. PRODUCTS,
INC., a Michigan corporation, jointly
and severally, LARRY J. WINGET, TRUSTEE
OF THE LARRY J. WINGET LIVING TRUST, and
TESTING ENGINEERS & CONSULTANTS, INC.,
a Michigan corporation,

Defendants.

Douglas C. Bernstein (P 33833)
Attorney for Plaintiff
27777 Inkster Rd. (10-09)
P.O. Box 9065
Farmington Hills, MI 48333-9065
(313) 473-3360

Paul Lieberman (P 16664)
Attorney for Defendant Winget

Butzel Long, P.C.
By: Dennis B. Schultz (P 28166)
Kenneth M. Adamczyk (P 40602)
Attorneys for Testing Engineers

William Stocki, in pro per
Judith M. Stocki, in pro per
10117 Dixie
Anchorville, MI 48004

Terryl L. Collison, in pro per
1015 Homedale
Windsor, Ontario, Canada N8S 2T3

A TRUE COPY
LYNN D. ALLEN

Oakland County Clerk - Register of Deeds

By *[Signature]* Deputy

RECEIVED FOR FILING
JAN 26 1993

93 AUG 26 PM 3:39
CLERK OF COURT
OAKLAND COUNTY

ORDER FOR DISMISSAL OF MICHIGAN NATIONAL BANK'S
COMPLAINT WITHOUT PREJUDICE AND OF
DISMISSAL OF NOTICE OF LIS PENDENS

OK - G.A.

11.00
2000/08/09